CITY OF REDLANDS

CITY COUNCIL

A G E N D A

SEPTEMBER 3, 2024

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

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JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

ALBERT MALDONADO
Special Counsel

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

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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, SEPTEMBER 3, 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 824 4618 0187**, 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 824 4618 0187**

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

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5:00 P.M.

A. **Call City Council Meeting to Order.**

B. **Public Comment**
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

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

1. Conference with legal counsel: Initiation of Litigation - Government Code §54956.9(d)(4)
Two (2) potential cases (Special Counsel Maldonado)

2. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(Special Counsel Maldonado)
Three Cases:
   a. Coyote Aviation Corporation, et al. v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2418252

   b. Gotta, et al. v. City of Redlands, et al., San Bernardino Superior Court Case No. CIVSB2420927

   c. Gotta, et al. v. City of Redlands, et al., San Bernardino Superior Court Case No. CIVSB2420937

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

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

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Davis- Pledge of Allegiance***
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

F. **Closed Session Report**
(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

G. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of Proclamation honoring the University of Redlands School of Education Centennial to Dr. Nicol Howard, Dean, University of Redlands School of Education and (Mayor Tejeda)

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3. Presentation of Proclamation honoring Saint Mary's Ballet Folklorico presented to Dr. Jenna Cortez Aguirre (Mayor Tejeda)

4. Presentation of Childhood Cancer Awareness Month Proclamation to Stephanie Avila, Executive Director of Childhood Cancer Foundation of Southern California (Mayor Tejeda)

5. Presentation of the National Sickle Cell Awareness Month Proclamation to Dr. Akshat Jain (Mayor Tejeda)

6. Presentation of Hispanic Heritage Month proclamation to the Consul Attaché, Julio Huerta (Council Member Saucedo)

7. Presentation of Certificates to the Redlands Strong 14U Softball Team for participation in the PONY International World Series in McAllen Texas (Council Member Saucedo)

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

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

1. Approve the regular meeting minutes July 16, 2024 (City Clerk Donaldson)

2. Authorize issuance of proclamation recognizing the University of Redlands School of Education Centennial (Mayor Tejeda)

3. Authorize issuance of a proclamation recognizing Saint Mary's Ballet Folklorico (Mayor Tejeda)

4. Authorize issuance of a proclamation recognizing Childhood Cancer Awareness Month (Mayor Tejeda)

5. Authorize issuance of a proclamation declaring the month of September as National Sickle Cell Awareness Month in the City of Redlands (Mayor Tejeda)

6. Authorize issuance of a proclamation recognizing Hispanic Heritage Month (Mayor Tejeda and Council Member Saucedo)

7. Approve the recommendation for appointment of Janet Ward to the Citrus Preservation Commission (Mayor Tejeda and Council Guzman-Lowery)

8. Disclosure of Settlement Agreement and General Release - Dino Navarette v. City of Redlands; San Bernardino County Superior Court Case No. CIVSB 2207828 (City Attorney Garcia)

9. Approve an agreement with Hunter Consulting, Inc. doing business as HCI Environmental & Engineering Service for homeless encampment general clean-up services for an amount not-to-exceed $80,000.00 for a period of one year, and determine that the agreement is not subject to environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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10. Accept the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $50,000 and authorize the additional appropriation of the same (Assistant City Manager Boatman)

11. Approve one limited-term Community Outreach Specialist position within the Homeless Solutions Division for a term not to exceed 18 months (Assistant City Manager Boatman)

12. Accept the Department of Homeland Security, Federal Emergency Management Agency 2023 Emergency Management Performance Grant award in the amount of $18,115, and authorize an additional appropriation for the same (Fire Chief Sessler)

13. Approve Salary Resolution No. 8624 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8599 (Human Resources Director Meteau)

14. Approve a sole source purchase with Crown Castle for dark fiber service in the amount of $2,250 per month, totaling $135,000 over five years (Management Services/Finance Director Garcia)

15. Approve an intergovernmental purchase of new next-generation firewalls for network security enhancements from Sidepath in the amount of $81,142.39 (Management Services/Finance Director Garcia)

16. Approve an exception to purchasing rules and award two (2) contracts under the same solicitation and scope; approval of Professional Services Agreements with Hicks & Hartwick, Inc., and Engineering Resources of Southern California, Inc. to provide on-call general engineering services, each in an amount not-to-exceed $100,000 for the initial one-year term, with options to extend for one additional year for an amount not-to-exceed $100,000, for a total potential not-to-exceed value of $200,000; and determine that approval of these Agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

17. Adopt Resolution No. 8621 pursuant to Government Code Section 54221 declaring that certain real property (located near 500 North Dearborn Street, Redlands, CA comprising approximately 1,500 square feet of APNs 0170-302-06-0000 and 0170-302-18-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review under the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

18. Approve the purchase of office furniture for Water Distribution staff from Office Depot in the amount of $91,060.54 and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

19. Approve a Construction Contract with CT&T Concrete Paving, Inc. for the TDA 2021 Transit Stop Access Improvement Project for an amount not-to-exceed $111,046.65, an additional appropriation of $64,706.65, and determine that the Project is exempt from environmental review pursuant to Section 15301(c) of the State’s guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

20. Approve the purchase order with Western Waterworks for Cla-Val supplies for $85,000 and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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21. Approve a Professional Services Agreement with RK Engineering Group, Inc. to provide Engineering & Traffic Survey (E&TS) services to update the citywide speed limit study for an amount not to exceed $53,000, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

22. Approve a purchase order with the County of San Bernardino for use of their weapons firing range facilities from FY2024/25 to FY2026/27 for an amount not to exceed $20,000 per fiscal year (Police Chief Tolber)

23. Approve a request for in-kind support in the amount of $15,903.70 for the Redlands Oktoberfest event hosted by the Redlands Optimist Club from October 5, 2024 through October 6, 2024, within Sylvan Park; authorize the sale and consumption of alcoholic beverages at the event; and determine that the event is categorically 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 Department Director Crocker)

24. Approve a request for the temporary closure of Clay Street, between Lugonia Avenue and Western Avenue, for the Boys and Girls Club of Greater Redlands-Riverside Day for Kids event on September 21, 2024, from 8:00 a.m. to 4:00 p.m.; approve In-kind request for $300.00 for staff hours for street closure; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

25. Approve a Facility Use Agreement with Family Service Association for use of the kitchen and dining areas at the Joslyn Senior Center and Ediberto and Gloria Flores Senior Center for the purpose of preparing meals by the Family Service Association nutrition program 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 Guidelines (Facilities and Community Services Director Crocker)

26. Approve a Facility Use Agreement with Redlands Meals on Wheels for use of the kitchen at the Joslyn Senior Center for the purpose of preparing meals by volunteers associated with Redlands Meals on Wheels 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 Guidelines (Facilities and Community Services Director Crocker)

27. Approve a grant of easement to Southern California Edison over Lot "A" of Tract 20336 and determine that granting of an easement 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)

28. Approve the request for in-kind support in the amount of $37,109.50 related to the Stater Bros. Charities Believe Walk, and approve the temporary street closures related to the event; and determine that this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; and (Facilities and Community Services Director Crocker)

29. Adopt Resolution No. 8626 pursuant to Government Code Section 54221 declaring that certain real property (located near the west side of Eureka Street, north of West Redlands Blvd, and south of Oriental Avenue; APN: 0169-272-27-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review pursuant to Section 15060(c)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

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30. Approve the request for the temporary closure of 9th Street between E. Citrus Ave and E. State Street for the inaugural "1LoveIE" business opening event scheduled for September 14, 2024, authorize the expenditure of city resources and in-kind support in the amount of $1,800 related to this event; and determine that this event is categorically exempt from guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

J. **Public Hearings**

1. Public Hearing to consider Resolution No. 8629 for development applications related to the construction of 164 apartment units within the Venue at Orange Apartments located at the southwest corner of Orange Avenue and Alabama Street continued to September 17, 2024 (Development Services Director Desatnik)

2. Public Hearing to consider Resolution No. 8627 - Authorizing adjustments to rates for solid waste utility services
(Mayor to declare the meeting open as a public hearing)

   A. Public Hearing to consider Resolution No. 8627 authorizing adjustments to rates for solid waste utility service; and
   B. Determination that adoption of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

K. **New Business**

1. Consideration of Resolution No. 8596 for adoption of the "Historic Architectural Design Guidelines," a reference for local property owners, development and design professionals, City staff, and decision-makers in planning, approving, and implementing projects involving the preservation, rehabilitation, and restoration of historic buildings, and determine that this resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

2. Consideration of an Intergovernmental/Piggyback purchase of Cisco network equipment in the amount of $348,516.57 from Connection (Management Services/Finance Director Garcia)

3. Consideration of the purchase of a PacPress filter press non-competitively from Harrington Industrial Plastics LLC for a total price of $862,862.01 and determine that this action is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

4. Consideration of the purchase of two (2) Caterpillar backhoe loaders from Quinn CAT in the amount of $367,273.36 and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

5. Consideration of the purchase order with Western Waterworks for $541,000 for materials and supplies used by the Water Utility and the Wastewater Treatment Plant and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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6. Consideration of a Public Works Construction Contract with G.S.E. Construction Company, Inc. for the Wastewater Treatment Plant Primary Clarifier Upgrade Project for an amount not-to-exceed $940,720, and determination that the project is categorically exempt from environmental review pursuant to Section 15302(c) of the State's Guidelines for Implementing the California Environmental Quality Act. (Municipal Utilities and Engineering Director Harris)

7. Consideration of purchasing five (5) Caterpillar emergency power generators from Quinn CAT for $907,478.62, and determination that this purchase is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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

M. **Adjournment**
The next regular meeting of the City Council will be held on September 17, 2024.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

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City Council Meeting **I. 1.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes July 16, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of July 16, 2024.

Attachments

Regular meeting minutes of July 16, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on July 16, 2024 at 5:00 P.M.

Present:	Eddie Tejeda, Mayor Paul Barich, Mayor Pro Tempore Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mario Saucedo, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director

Mayor Tejeda called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. 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)
Four Cases:

a. Sedlick, et al. v. City of Redlands, et al., U.S. District Court, Central District, Case No. 5:23-cv-00457-JGB-KKx
b. Navarrete v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2207828
c. Salcido v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2218452
d. Holzer v. City of Redlands, et. al., San Bernardino Superior Court, Case No. CIVSB2322787

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

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

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:09 P.M. with an invocation by Council Member Saucedo followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

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

PUBLIC COMMENT

Various Musings - Dennis Bell spoke on several topics including, the unfortunate fizzle of the fireworks show held at Moore Middle School, hosted by the Redlands Fourth of July Committee, he pointed out the new 1% sales tax for Riverside County Transportation won't be put before the voters on the November ballot, and he urged the SBCTA and the Board of Supervisors to follow suit, remove the measure asking voters to approve increasing the transient occupancy tax.

Sale of South Mountain Water Shares - David Armstrong continued to raise his concerns about the City's sale of South Mountain Water shares. He received the City's response letter, but he thought there were serious discrepancies in the response, adding that several questions had not been sufficiently answered.

Invocations - Anthony Dodd requested the Council be mindful of the importance of separation of church and state, and he urged the Council to avoid any language of "God" in the meeting invocations.

CONSENT CALENDAR

Minutes

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the regular meeting minutes of July 2, 2024.

Vote: 5 - 0 Passed

Citizens' Measure T Oversight Committee Appointments

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously appointed, by roll call vote, Stephen Crane of the Redlands Association of Safety Management to serve a one-year term as the public safety bargaining unit member on the Measure T Oversight Committee beginning July 18, 2024, and ending July 18, 2025; and appointed Don Young of the Redlands Association of Management Employees to serve a one-year term as the non-public safety bargaining unit member on the Measure T Oversight Committee beginning July 18, 2024, and ending July 18, 2025.

Vote: 5 - 0 Passed

Cultural Arts Commission Appointments

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously appointed, by roll call vote, Rick Cummings to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2026; and appointed Edie Punt to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2025.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Denise Davis, 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 the City of Redlands and Lissette Atkinson. Under the terms of the agreement, the City agrees to pay Ms. Atkinson $175,000.00, and mediation fees of $6,375, to settle and dispose of disputes and controversies associated with a civil action pending in San Bernardino Superior Court, Case No. CIVSB 2224706.

Vote: 5 - 0 Passed

Resolution No. 8612 Annual Report Surplus Lands

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8612 to receive an annual report of City of Redlands surplus lands, declaring certain City-owned properties classified as "not surplus" or “exempt property”, and determined that adoption of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Amending Agreement for Repair/Replacement EOC Roof and HVAC

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the First Amendment to the Public Works Contract with AME Builders, Inc. doing business as AME Roofing for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units to incorporate required federal contract provisions.

Vote: 5 - 0 Passed

Purchase Genset Generator

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the purchase of a Genset Generator from Cummins Inc. in the amount of $72,565.61.

Vote: 5 - 0 Passed

Intergovernmental/Piggyback Purchase Dell PowerStore Storage Area Network

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the Intergovernmental/Piggyback purchase of a Dell PowerStore Storage Area Network in the amount of $163,402 from Sidepath to address the City's growing need for additional storage capacity.

Vote: 5 - 0 Passed

Intergovernmental/Piggyback Purchase Rubrik Data Protection Solution Services

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, an Intergovernmental/Piggyback purchase of a Rubrik Data Protection Solution services pack for $218,005 from ePlus, for a term of 3 years, effective July 16, 2024, in the amount of $218,005 to enhance the City's data backup and recovery capabilities.

Vote: 5 - 0 Passed

Resolution No. 8613 One-year Time Extension CUP No. 1136

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8613 to authorize a one-year Extension of Time to the expiration date of Conditional Use Permit No. 1136 with associated entitlements to construct a church facility and school that includes nine buildings totaling 102,574 square-feet of floor area and related site improvements on 19.46 gross acres of vacant land. The project site is located on the north side of Lugonia Avenue, and approximately 300 feet west of Dearborn Street, in the Residential Estate (R-E) District (APNs: 0168-161-02-0000 and 0168-161-03-0000).

Vote: 5 - 0 Passed

Adopt Ordinance No. 2972 Levying Special Taxes CFD No. 2004-1

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously adopted, by roll call vote, Ordinance No. 2972 establishing the maximum tax rates for Community Facilities District No. 2004-1, and authorizing the City Clerk to file necessary information with the County Auditor/Controller for Fiscal Year 24/25.

Vote: 5 - 0 Passed

Resolution No. 8614 One-year Time Extension CRA No. 918

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8614 to authorize a one-year time extension to the expiration date of Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), approximately 400 feet east of S. Center Street, in the Residential Suburban (R-S) District.

Vote: 5 - 0 Passed

Reject Bids Recycled Water California Street Orange Groves Project

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously rejected, by roll call vote, all bids received for the Recycled Water for California Street Orange Groves Project, Project No. S531021: and directed staff to solicit new bids for the project. All bids significantly exceeded the construction cost estimate and available Project funding. The Project will be re-advertised later this year combined with the annual water CIP project.

Vote: 5 - 0 Passed

Adopt Ordinance Nos. 2962 and No. 2968 DIF Adjustments

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously adopted, by roll call vote, Ordinance No. 2962, amending Chapters 3.32, 3.44, 3.48, 3.54, 3.56, 3.60, 3.70, and 13.40 of the Redlands Municipal Code relating to storm drain facilities fees and public facilities fees; and adopted Ordinance No. 2968 adopting Development Impact Fees (DIF) for new development, taking effect January 1, 2025, and rescinding Resolution No. 7951.

Vote: 5 - 0 Passed

Termination Non-Potable Irrigation Water System MOU SBCCD

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, the termination of the Non-Potable Irrigation Water System Memorandum of Understanding with the San Bernardino Community College District is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and authorized the Director of Municipal Utilities and Engineering to execute a letter of termination of the Non-Potable Irrigation Water System Memorandum of Understanding with the San Bernardino Community College District.

Vote: 5 - 0 Passed

Amending SBCTA Master License Agreement

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of Amendment No. 1 to the San Bernardino County Transportation Authority (SBCTA) Master License Agreement (Contract No. 23-1002930) is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved Amendment No. 1 to the SBCTA Master License Agreement (Contract No. 23-1002930), for City utilities within SBCTA rights-of-way. On November 21, 2023, City Council approved a Master License Agreement with SBCTA (Contract No. 23-100293). This agreement governs the operation of a City potable waterline crossing along the east side of University Street that parallels the rail to the east along the north side of Orange Blossom Trail to Judson Street. This amendment consolidates twelve (12) similar utility crossings, including the proposed recycled water pipeline crossing at California Street, into a single agreement.

Vote: 5 - 0 Passed

Agreement Code Enforcement Services

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, a Professional Services Agreement with Willdan Engineering for code enforcement services for an amount not-to-exceed $160,000.

Vote: 5 - 0 Passed

Sculpture Artwork Donation

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously accepted, by roll call vote, the sculpture artwork donation "Reflections" by artist Saim Caglayan, from Tampa Tarzana, LLC.

Vote: 5 - 0 Passed

In-kind Support Request Downtown Redlands Artwalk

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, 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 the request for in-kind support for Kid's Cures Foundation, for the Downtown Redlands Artwalk in the amount of $6,848; and approved the closure of East State and 5th Street for the event to be held on October 27, 2024.

Vote: 5 - 0 Passed

In-kind Request Vibe Health and Wellness Festival Event at U of R

Facilities and Community Services Director Crocker introduced the request for in-kind support in the amount of $13,820 to hold Vibe Health and Wellness Festival event hosted by the University of Redlands, Alliance For Community Transformation and Wellness (ACTW) on September 29, 2024. The event is scheduled to be held within Sylvan Park and the surrounding area and includes a request for street closures. As public comment, Dennis Bell asked why the event was held at Sylvan Park and not on university property. Mayor Pro Tem Barich also wondered why the university was hosting the event off-site. In response, event organizer Janee Both Gragg, explained that the group was partnering with the City in order to increase awareness of the event and make it more visible and accessible to all people in the Inland Empire.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, 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; authorized the expenditure of city resources and in-kind support related to this event in the amount of $13,820 for the Vibe Health and Wellness Festival event hosted by University of Redlands, Alliance For Community Transformation and Wellness (ACTW) on September 29, 2024, within Sylvan Park and the surrounding area; and authorized street closures related to the event.

Vote: 5 - 0 Passed

COMMUNICATIONS

Redlands Conservancy Report

Facilities and Community Services Director Crocker introduced Sherli Leonard, Redlands Conservancy Executive Director, for an update relating to the City's partnership with the Conservancy. Tonight's focus was related to the San Timoteo Nature Sanctuary's restoration. San Timoteo volunteer land manager, Martin Lemon, addressed several areas of the Nature Sanctuary, including, land management, historical and present-day comparisons of trail maintenance and native plant restoration, the website addition of QR codes, professional collaborations for expert analysis, the value of volunteers and the Sanctuary's public usage.

PUBLIC HEARINGS

Resolution No. 8611 Delinquent Municipal Services Account Report

Mayor Tejeda declared the meeting open as a public hearing and called on Management Services/Finance Director Garcia for a review of Resolution No. 8611 approving the Delinquent Municipal Services Account Report and the submittal of the report to the Auditor-Controller of San Bernardino County for lien processing. If these delinquent accounts are not paid by August 23, 2024, they will be included on the 2024-2025 tax roll that staff will submit to the County no later than the final deadline of August 30, 2024. Any and all accounts that are brought current by the August 23 deadline, will be excluded from the list being sent to the County for recordation. With no further comments, the Mayor closed the public hearing.

On motion of Mayor Pro Tempore Paul Barich, seconded by Mayor Eddie Tejeda, the City Council unanimously approved, by roll call vote, Resolution No. 8611 approving the Delinquent Municipal Services Account Report and approved the submittal of the Report to the Auditor-Controller of San Bernardino County for Lien Processing for recordation of a Special Assessment on the 2024-2025 tax roll against properties resulting from non-payment of certain City of Redlands municipal services accounts.

Vote: 5 - 0 Passed

Resolution No. 8618 Delinquent Administrative Citation and Fine Report

Mayor Tejeda declared the meeting open as a public hearing and called on Facilities and Community Services Director Crocker for a review of Resolution No. 8618, approving the Delinquent Administration Citation Fine Report and submittal to the Auditor-Controller of San Bernardino County for lien processing. Ms. Crocker described the administrative citation program and explained that staff makes every attempt to work with the property owner to comply with the Municipal Code before issuing citations. She added the program was complaint driven. The property owners, identified in the reports, have been found in violation of various sections of the Redlands Municipal Code (RMC).

Property owners were mailed a notice of the City Council's consideration of this report and were instructed to remit the past due balance in order to prevent the impending lien action. The Council must consider the report, together with any objections or protests raised by any person, and they can make corrections, revisions or modifications to the report as Council deems appropriate. As public comment, Rachel Hoffman described the challenges she faced at the time her property was cited and, she asked that she be allowed to work with staff towards a resolution that is fair. One written comment was received requesting staff explain the basis of the issued citations, because he claimed his property is free of overgrown vegetation. With no further comments, the public hearing was closed.

Council Member Guzman-Lowery asked why the City continued to add additional fines to the original charges when the property owners are unable to pay. Mayor Pro Tem Barich questioned the merits of continuing discussions with the owners when the total unpaid balance will not be reduced. As added clarification, City Manager Duggan and Assistant City Manager Boatman explained the process in more detail, stating the total fines will not be reduced, but a hardship waiver application was available to those that qualify.

With no further comments, the public hearing was closed. Council Members agreed to remove from the list the following properties to allow staff to continue communicating directly with each property owner: 914 Gail Ave; 802 Colton Ave; 216 Craig Court; 217 Craig Court; 1050 Cedar Ave; 208 W. Olive Ave; 8 Dale Lane; 1708 Ohio Street; 616 E. State Street; 1030 E. Brockton Ave – Council request; and 820 Panorama Point Drive – Council request.

On motion of Mayor Pro Tempore Paul Barich, seconded by Mayor Eddie Tejeda, the City Council unanimously approved, by roll call vote, Resolution No. 8618, adopting the Delinquent Administration Citation Fine Report, as adjusted by the City Council tonight; and authorized the submittal to the Auditor-Controller of San Bernardino County for Lien Processing.

Vote: 5 - 0 Passed

CarMax Auto Sales & Service Facility

Mayor Tejeda declared the meeting open as a public hearing and called on Development Services Director Desatnik for a brief overview of the applications submitted by CarMax, for a used automobile sales and service facility. Senior Planner Ryan Murphy detailed the applications for the 18.56 gross acre site located on the west side of New York Street at West Brockton Avenue, approximately 1000 feet north of West Colton Avenue in the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan. Consultant Brad Lauth, of CenterPoint, provided additional information related to the project, while Steve Hudak, of CarMax, stated the target date for opening was roughly eighteen months to two years.

As public comment, Jacob Kleespires, of the Southwest Regional Council of Carpenters, and Uriel Armenta, of the Laborers Union said they were in opposition to the project because CarMax had not yet signed a commitment letter stating they would hire skilled local union workers. Albert Duarte, of the Ironworkers Union Local 416, was pleased to announce CarMax had committed to hiring local Ironworkers, and he was in full support of the project. Thomas Ruiz requested the owner also consider signing an agreement with the local Laborers Union.

In rebuttal and representing CarMax, Attorney Mark Ostoich confirmed the owner has a commitment agreement with the Ironworkers, and they are hopeful an agreement can be reached with the Carpenters Union, as well. Council Members directed questions to staff and the applicant regarding project labor agreements and branding. No written comments were received and with no further discussion, Mayor Tejeda closed the public hearing.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the applications, as submitted by CarMax, for a used automobile sales and service facility located on a 18.56 gross acre site located on the west side of New York Street at West Brockton Avenue, approximately 1000 feet north of West Colton Avenue (APNs: 0169-011-38-0000 and 0169-011-39-0000) in the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan, including Resolution No. 8615 for adoption of a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program prepared for the project in accordance with Section 15074 of the California Environmental Quality Act, and adoption of a Socio-Economic Cost/Benefit Study prepared in accordance with Measure "U"; adopted Resolution No. 8616 for Amendment No. 52 to the East Valley Corridor Specific Plan, to amend Section EV3.0713 of the East Valley Corridor Specific Plan (Specific Plan 40) to allow sales of pre-owned automobiles as a conditionally permitted land use, without related sales of new automobiles, within the Commercial General (EV/CG) District; and adopted Resolution No. 8617 for approval of Conditional Use Permit No. 1179 and Commission Review & Approval No. 962 to establish a pre-owned automobile sales and service/reconditioning facility within the Commercial General (EV/CG) District of the East Valley Corridor Specific Plan, and construction of a pre-owned automobile sales and service/reconditioning facility (consisting of a 4,958 square-foot sales building, a 39,621 square-foot service/reconditioning building, a 3,708 square-foot quality control building with private carwash, a private fuel tank/dispenser, and a six acre outdoor vehicle storage area). Related site improvements include customer and employee parking lots, driveways, landscape areas, lighting. walls and fences, and vehicle display and storage areas.

Vote: 5 - 0 Passed

1101 California Street - Planned Development No. 7 & Lot Merger No. 8

Mayor Tejeda opened the public hearing and called on Development Services Director Desatnik who provided a brief recap of events leading to tonight regarding the construction of a 357,610 square-foot warehouse located at 1101 California Street. The subject property was formerly occupied by an amusement park ("Pharoah's Lost Kingdom" and "Splash Kingdom Waterpark") which was demolished in 2021. The site is now vacant except for the remnant improvements and footings from former park attractions and parking lots. Senior Planner Kevin Beery, of Development Services, provided a detailed report of Planned Development No. 7 and Lot Merger No. 8, for the construction of a 357,610 square-foot warehouse, including 6,000 square feet of office space, and related site improvements including parking lots, loading docks, landscaping, walls and fences, lighting, stormwater drainage facilities, and utility connections on approximately 16 net acres located at 1101 California Street on the west side of California Street between Lugonia Avenue and Interstate.

At its regular meeting on June 11, 2024, the Planning Commission considered the project applications and voted 7–0 recommending that the City Council deny the project. During deliberation, the Commission expressed various concerns about the proposed development including its incompatibility with surrounding land uses and being out of character with the surrounding community, the cumulative impact of local and regional warehousing development, the proximity of sensitive receptors including the adjacent Kaiser facility, and various inconsistencies with the General Plan. The Commission directed staff to prepare denial findings and on June 25, 2024, the Commission adopted a resolution containing denial findings and recommending that the City Council deny the project.

Based on the analysis and findings contained in the staff report to the Planning Commission, City staff recommended approval of the project because of the following factors: 1)The Project substantially conforms to the General Plan's "Commercial/Industrial" land use designation of the subject site and is consistent with a number of General Plan objectives and policies, particularly those concerning the East Valley Corridor; and 2) The Project complies with all applicable development standards of the East Valley Corridor Specific Plan and Municipal Code; 3) The Project would not conflict with traffic Level of Service (LOS) standards nor cause adverse socio-economic or fiscal impacts under Measure U; and 4) The Project would not result in significant adverse environmental effects upon implementation of feasible mitigation measures.

It was announced that in advance of the meeting tonight, Mayor Tejeda, Mayor Pro Tem Barich, Council Member Davis and Council Member Saucedo each met separately with the developer and owner. Representing North Palisade Partners, Pete Williams offered additional details, pointing out the project will be LEED Certified, provide for 100% rooftop solar, a ten-foot screen wall, allow for an improved freeway onramp, and they have

committed to hiring local skilled labor from the Ironworkers, the Carpenters and the Laborers unions. Mr. Williams was pleased to report that since the last Planning Commission meeting, major progress had been made regarding the concerns of Kaiser Permanente (Kaiser) and Californians Allied for a Responsible Economy (CARE CA). He read a letter from Kaiser stating their concerns about the project were resolved. He added, CARE CA reported it had entered into a legally enforceable settlement agreement with the Applicant, who agreed to implement an extensive set of additional environmental measures beyond those that were currently proposed in the MND. CARE CA's objections to the Project and the MND were fully resolved, and they requested the City adopt the MND and approve the Project.

As public comment, thirteen speakers were opposed to the project, echoing the many concerns already stated in the Planning Commission findings to deny the project, including incompatibility with surrounding land uses and being out of character with the surrounding community, the cumulative impact of local and regional warehousing development, the proximity of sensitive receptors, and various inconsistencies with the General Plan and the need for a full environmental impact report (EIR). Eleven people spoke in support of the project, listing the following reasons: the developer's willingness and commitment to implement additional environmental measures to mitigate impacts, the improved freeway onramp, the addition of about 200 future jobs, and the creation of construction jobs for the local skilled labor force. A total of thirty-three written comments were received, with twenty-eight in opposition to the project and five in support.

In rebuttal, Urban Crossroads Traffic Consultant Charlene So and Environmental Consultant Haseeb Qureshi responded to concerns raised by the public. The number of daily trucks was estimated to be about sixty per day and all results related to greenhouse gas levels resulted in less than significant levels. Brian Wong, of North Palisade Partners, said the findings of the Planning Commission lacked factual evidence based on their expert's findings and an MND was appropriate and adequate.

With no further comments, Mayor Tejeda closed the public hearing. Council Members discussed the project at length. Council Members Davis and Guzman-Lowery asked for a full EIR, acknowledged their support of union labor, but were opposed to the project because the short-term gain of labor jobs was not worth sacrificing the future health of the community, and they pointed to a study that declared the Inland Empire was facing a major public health crisis due to the high proliferation of warehouses. Council Member Saucedo, Mayor Pro Tem Barich and Mayor Tejeda reminded everyone that one of their roles was to protect the City from legal liability and based on the facts and analysis, they supported the project. They added that the City's "Good Neighbor Policy" ordinance approved last year, put in place strong restrictions that this project met.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council approved, by roll call vote, Resolution No. 8620 adopting a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program; adopted a Socio-Economic Cost/Benefit Study; and approved Planned Development No. 7 and Lot Merger No. 8.

Vote: 3 - 2 Passed

NAY: Council Member Denise Davis
Council Member Jenna Guzman-Lowery

Mayor Tejeda called for a brief recess at 9:50 p.m. with the meeting resuming at 9:58 p.m.

NEW BUSINESS

Sole Source Modular Kennel Building

Senior Manager Don Craw of Facilities and Community Services Director Crocker reviewed the need for additional kennel space at the Redlands Animal Shelter. He presented a sole source purchase with Horizon Structures, LLC for a modular kennel building not to exceed the amount of $275,000.

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 sole source purchase of a modular dog kennel building from Horizon Structures, LLC for $275,000; authorized an additional appropriation of the same; and authorized the City Manager or his designee to execute all documents pertaining to the purchase.

Vote: 5 - 0 Passed

Traffic Regulation Restricted Parking Zones

Municipal Utilities and Engineering Director Harris presented a request to establish restricted parking zones on 3rd Street and Al Harris Lane. He provided background and explained the need to implement the recommended parking zones. In 2018, the City Council approved Conditional Use Permit (CUP) No. 1100 for an adaptive reuse project to convert the structure located on this property to provide space for several food and alcoholic beverage service establishments operating in accordance with specific conditions of approval. The Arteco project is now known as the Redlands Public Market (RPM) and is currently being renovated to provide space for eighteen micro-restaurants and businesses, primarily small food and beverage service establishments, within the historic 34,215 square-foot structure. Exterior site improvements are also being constructed to provide safe access for pedestrians and vehicles, outdoor patio/dining spaces, landscaping, lighting, and other attractive project elements. The site's historic designation exempts the project from off-street parking requirements, and the project relies on existing public street rights-of-way for customer parking. Arteco proposes to establish restricted parking zones on 3rd Street and Al Harris Lane to reduce the potential for "long-term" parking within these public rights-of-way.

As public comment, Jerry Tessier of Arteco Partners added that he has worked with all the neighbors to get their support for the proposed restrictions. Andy Hoder was not in favor of this plan. He voiced serious doubt that the roads would accommodate the flow of traffic once the RPM was built out and full of vendors, and he was concerned that traffic would bottleneck where the bump-outs are located. Mayor Pro Tem Barich wondered why the restricted parking was not on the north side of the street, but Mr. Tessier explained that the other businesses only agreed to the restrictions for the south side.

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 establishing restricted parking zones on 3rd Street and Al Harris Lane is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved restricted parking zones on 3rd Street and Al Harris Lane as presented in the staff report and exhibit.

Vote: 5 - 0 Passed

Resolution No. 8610 Sunset Reservoir Replacement Project

Municipal Utilities and Engineering Director Harris detailed Resolution No. 8610 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program prepared for the proposed Sunset Reservoir Replacement Project.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8610 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program for the Sunset Reservoir Replacement Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Master Service & Purchasing Agreement Taser 10 Conductive Electrical Weapons

Police Chief Tolber summarized the Master Service and Purchasing Agreement with Axon Enterprise, Inc. to purchase 105 Taser 10 conductive electrical weapons (CEW) and required accessories for a total amount not to exceed $549,724.94. The use of a CEW has prevented a suspect or an officer from being injured and the current CEW, has been in use by Redlands Police Department for the last 10 years, is outdated, and is out of warranty.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the Master Service and Purchasing Agreement with Axon Enterprise, Inc. to purchase 105 Taser 10 conductive electrical weapons and required accessories for a total amount not to exceed $549,724.94; and authorized the Police Chief to sign the agreement.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

No Council Member reports were presented, due to the late hour.

ADJOURNMENT

There being no further action required the meeting adjourned at 10:30 P.M. The next regular meeting of the City of Redlands City Council will be held on September 3, 2024.

City Council Meeting **I. 2.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation recognizing the University of Redlands School of Education Centennial (Mayor Tejeda)

MOTION:

I move to authorize issuance of proclamation recognizing the University of Redlands School of Education Centennial.

Attachments

School of Education Centennial

PROCLAMATION

Recognition of the University of Redlands School of Education Centennial

WHEREAS, the University of Redlands School of Education was founded in 1924 by Dr. Iwar Sigurd Westerberg under the leadership of University of Redlands President Victor LeRoy Duke; and

WHEREAS, the School of Education of the University of Redlands is one of the oldest credentialing schools in the state of California; and

WHEREAS, the School of Education has worked to promote educational justice for all populations, emphasize academic rigor, cultural diversity, innovative teaching, and personal development for all students; and

WHEREAS, educational professionals from the University of Redlands School of Education have, through service, contributed to the education of the people of Redlands, the surrounding communities, and beyond; and

WHEREAS, the University of Redlands and the School of Education are key to the educational future of the City of Redlands; and

WHEREAS, the University of Redlands School of Education is celebrating 100 years of educational excellence.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proudly celebrate the University of Redlands School of Education centennial on September 17th and extends our deepest gratitude for their enduring commitment to serving and enriching the lives of their students.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 3rd day of September 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing Saint Mary's Ballet Folklorico (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation recognizing Saint Mary's Ballet Folklorico.

Attachments

Saint Mary's Ballet Folklorico

PROCLAMATION

Saint Mary's Ballet Folklorico

WHEREAS, Saint Mary's Ballet Folklorico was founded in 1974 by Petra Lopez and whose nephew Jose Ruiz De La Torre was the first dance instructor for their cultural dance organization; and

WHEREAS, Saint Mary's Catholic Church was the original location for dance practice and the inspiration for the name of the organization, Orangewood High School would later become their new location for dance practice; and

WHEREAS, this organization has endured for over 50 years thanks to the dedication of volunteers (past and present instructors, directors, and board members), such as Dolores Cortez who established a costume bank for students of low-income status to ensure that financial status would not be an obstacle for any child who wanted to participate or be involved in the organization; and

WHEREAS, former student and present Artistic Director and Director of Instruction and choreography for the past 40 years, Dr Jenna Cortez-Aguirre, completed her doctoral dissertation titled "DANCING OUR WAY TO COLLEGE…", a case study that found numerous personal benefits for young girls and women who participated and performed in ballet folklorico; and

WHEREAS, Saint Mary's Bellet Folklorico has continued to have a presence in our community and moreover continues to provide cultural dance opportunities that exposes children and youth to historic dances of the Mexican culture;

NOW, THEREFORE, BE IT RESOLVED that the city council of the City of Redlands does here by proclaim that Saint Mary's Ballet Folklorico serves as a benefit to our community and is a historic resource that provides children and youth with research-based benefits that potentially have lasting positive effects on their lives.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 3rd day of September 2024.

_____

Eddie Tejeda, Mayor

_____

Mario Saucedo, Council Member

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

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

MOTION:

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

Attachments

Childhood Cancer Awareness 2024

PROCLAMATION

Childhood Cancer Awareness Month

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

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

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

WHEREAS, Childhood Cancer Foundation of Southern California currently provides services to over 800 families affected by childhood cancer in the Southern California area, primarily in San Bernardino and Riverside Counties; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby commends the Childhood Cancer Foundation of Southern California for their efforts to assist patients and families affected by childhood cancer and their untiring efforts to support research for a cure. To support their efforts and enhance public awareness of childhood cancer, the City Council of the City of Redlands does hereby proclaim the Month of September, 2024 to be ***Childhood Cancer Awareness Month*** in the City of Redlands.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 3rd day of September, 2024.

Eddie Tejeda, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council Meeting **I. 5.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of September as National Sickle Cell Awareness Month in the City of Redlands (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation declaring the month of September as National Sickle Cell Awareness Month in the City of Redlands.

Attachments

Sickle Cell Awareness Month 2024

PROCLAMATION

National Sickle Cell Awareness Month

WHEREAS, Sickle Cell Disease (SCD) is a genetic blood disorder affecting millions of individuals worldwide, predominantly those of African, Hispanic, Mediterranean, and Asian descent; and

WHEREAS, Sickle Cell Disease causes red blood cells to become rigid and form a crescent or "sickle" shape, leading to reduced blood flow, organ damage, and severe pain episodes; and

WHEREAS, early diagnosis and ongoing medical care, including proper management and support, can significantly improve the quality of life for individuals living with Sickle Cell Disease; and

WHEREAS, the month of September has been designated as National Sickle Cell Awareness Month, dedicated to raising awareness about Sickle Cell Disease, advocating for research, and supporting affected individuals and their families; and

WHEREAS, the City of Redlands is committed to promoting public health and well-being and recognizes the importance of raising awareness about Sickle Cell Disease and the need for continued research and support; and

WHEREAS, the City of Redlands acknowledges the dedication and hard work of local organizations, healthcare professionals, advocates, and individuals living with Sickle Cell Disease in our community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the month of September 2024 as "National Sickle Cell Awareness Month" in our city. We urge all citizens to join in raising awareness about Sickle Cell Disease, support affected individuals, allow opportunities for social dialogue and discourse to help with genetic counseling services to the African American and Hispanic teens in our community, and support scientists and researchers in our region many of whom have made Redlands proud by their groundbreaking research and medical care to improve the lives of those living with this condition.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 3rd day of September 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 6.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing Hispanic Heritage Month (Mayor Tejeda and Council Member Saucedo)

MOTION:

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

Attachments

Hispanic Heritage Month 2024

PROCLAMATION

Hispanic Heritage Month

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

WHEREAS, the Hispanic population of the United States is now 64.9 million, constituting 18.9% of the total population; and

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

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

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

WHEREAS, more than 30% of residents of Redlands are of Hispanic origin; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the period of September 15 through October 15, 2024 as ***Hispanic Heritage Month*** in the City of Redlands and encourages all residents to support activities that develop understanding and enjoyment of Hispanic heritage, culture, art and music.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 3rd day of September, 2024.

_____
Eddie Tejeda, Mayor

_____
Mario Saucedo, Council Member

Attest:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 7.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the recommendation for appointment of Janet Ward to the Citrus Preservation Commission (Mayor Tejeda and Council Guzman-Lowery)

MOTION:

I move to appoint Janet Ward to serve the remainder of a four-year term on the Citrus Preservation Commission ending April 16, 2026.

RECOMMENDATION:

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

DISCUSSION:

Commissioner Jack Steward resigned from the Citrus Preservation Commission before his term expired on April 16, 2026. The Citrus Preservation Commission does not have a restriction on the number of successive terms a commissioner may serve. A public notice requesting interested residents to submit an application to the Citrus Preservation Commission was issued in June and extended again in July. In addition, the public notice was concurrently aired on Redlands TV and posted at the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. The City received two (2) new applications from residents interested in serving on this commission and we had three (3) applications eligible from the

previous posting. The Citrus Preservation Commission consists of seven members as follows:

- Rolland Moore
- Heather Ross
- John Smith
- Michael Day
- Thomas Lanza
- Roger Hardy
- Vacant

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

Citrus Notice 6.27.24
Citrus Notice 7.24.24
Citrus Preservation Applications Sept 2024

City of
REDLANDS
Incorporated 1888
35 Cajon Street, 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 individuals to apply for a position on the following commission:

CITRUS PRESERVATION COMMISSION

The Citrus Preservation Commission acts in an advisory capacity to the City Council in all matters pertaining to the acquisition, improvement, preservation and retention of citrus properties within the City.

The Citrus Preservation Commission meets every month on the second Tuesday at 4:00 p.m.

Residents of Redlands and surrounding communities are encouraged to apply. Persons interested in applying for the non-salaried position on this commission may request application forms from the Office of the City Clerk, City Hall, 35 Cajon Street, Suite 4 or by phone at 798-7510, or from the City's website www.cityofredlands.org

Deadline for filing applications is July 17, 2024

Amy Edwards

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

06/27/24

City of

REDLANDS

Incorporated 1888
35 Cajon Street, 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 individuals to apply for a position on the following commission:

CITRUS PRESERVATION COMMISSION

The Citrus Preservation Commission acts in an advisory capacity to the City Council in all matters pertaining to the acquisition, improvement, preservation and retention of citrus properties within the City.

The Citrus Preservation Commission meets every month on the second Tuesday at 4:00 p.m.

Residents of Redlands and surrounding communities are encouraged to apply. Persons interested in applying for the non-salaried position on this commission may request application forms from the Office of the City Clerk, City Hall, 35 Cajon Street, Suite 4 or by phone at 798-7510, or from the City's website www.cityofredlands.org

Deadline for filing applications is August 16, 2024

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

07/24/24

Received By City Manager's Office
July 3, 2024

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

Citrus

Name William Craw

Address [redacted]

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

Ema[redacted]

Occupation retired

Reasons for desiring to serve – relevant experience and qualifications:

Life long Redlands resident

3rd generation citrus grower

Personal interest in Redlands citrus heritage

Can represent the small non-commercial growers

Signature [signature] **Date** 07/02/2024

** 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) Jim Nolan

[redacted]

Redlands CA 92373

Telephone [redacted]

(2) Mike Renolds

Redlands CA 92373

Telephone [redacted]

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

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

✓ address Verified JE

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.)

AUG 15 2024

COMMISSION\BOARD APPLIED FOR

Citrus Preservation Commission

Received

Name Christian Morrison

Address [redacted] Redlands, CA, 92374

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

Email [redacted]

Occupation Master Data Associate Specialist - Southern California Edison

Reasons for desiring to serve – relevant experience and qualifications:
I have been a resident of the City of Redlands for 22 years. As I have watched it grow, I believe Redlands is unique since it boldly moves forward while preserving its past. I would be honored to use my skills to help preserve historical Redlands. I have a B.A. from the University of Notre Dame in Economics and Classics with a minor in Digital Marketing. I have served as a Research Fellow at the Notre Dame Institute for Advanced Studies.

Signature Christian Morrison **Date** 08/15/2024

** 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) Jason Ward
Senior Supervisor
Southern California Edison
Telephone [redacted]

(2) Nisha Bembi
Senior Manager
Southern California Edison
Telephon [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 ar required to file Statements of Economic Interest in accordance with California State Law.

City Manager's Office

FEB 21 2024

Received

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

CITRUS COMMISSION

Name JANET WARD

Address [redacted] REDLANDS 92373

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

Email [redacted]

Occupation RETIRED DEPUTY DISTRICT ATTORNEY

Reasons for desiring to serve – relevant experience and qualifications:

I HAVE BEEN ON THE REDLANDS STREET TREE COMMITTEE FOR NUMEROUS YEARS, WROTE THE REDLANDS STREET TREE POLICY & PROTECTION GUIDELINES MANUAL, AND I AM A MASTER GARDENER. GREW UP ON A PEACH & PLUM FARM IN YUCAIPA. I SEEK TO PRESERVE CITRUS HERITAGE IN REDLANDS,

Signature Janet Ward **Date** 2-22-2024

** 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) CHRIS SEDMACK
[redacted]
REDLANDS, CA
STREET TREE COMMITTEE
Telephone [redacted]

(2) DON BUCHANAN
PAST STREET TREE
[redacted] COURT
PRESIDENT
Telepho [redacted]

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

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

✓ address Verified (AE)

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Citrus Preservation

City Manager's Office

Name Kyle Kenison

FEB 26 2024

Address [redacted]

Received

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

Email [redacted]

Occupation Business owner (Citridea)

Reasons for desiring to serve – relevant experience and qualifications:

See attached file

Signature Kyle Kenison **Date** 02/26/24

** 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) Luka Maiberger

Telephone [redacted]

(2) Sabine Hecht

Telephone [redacted]

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

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

✓ address verified (JE)

My childhood consisted of living amongst acres of untouched citrus groves in Redlands. I ran barefooted through the endless rows imagining that I were some hero in the "far-away land", where justice needed to be fulfilled against a fearless foe. Sometimes there was a princess who needed saving, others there were gangs of outside who sought to do their own nefarious biddings... The point being that there has always been some type of threat lurking amongst the citrus groves of our hometown.

Now, there is a real issue at hand almost our trees that directly afflicts our heritage. I have made it my life mission to combat the oriental fly. I started an on-site juicing effort this year in hopes that picking quickly, juicing and redistributing back into the community would bring more awareness and support. It is my desire to serve in any way I can amongst like-minded individuals. In their company, I have no doubt that they will pass on vital experience, advice and mentorship that someday I will pass on. Thank you for considering my request to join the Citrus Preservation Commission.

DigiSign Verified - ee52758a-3cad-4690-84be-49c22c633494

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office
FEB - 6 2024
Received

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

COMMISSION\BOARD APPLIED FOR

Citrus Preservation Commisssion

Name Zach Smith

Addres [redacted] Redlands CA 92374

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

Emai [redacted]

Occupation Real Estate Agent

Reasons for desiring to serve – relevant experience and qualifications:

- I am fiercely passionate about preserving the history and culture of Redlands.
- My earliest roots date back to my grandfather Frank Weber who opened up the "Redlands Bakery" on State Street around 1888, and also grew oranges.
- Beyond honoring my family legacy, I also find a lot of joy in serving, and giving back to those around me.
- Relevant Experience: I am a member of the Redlands Conservancy and their Historic Preservation Committee.
- Additionally, I am currently working on restoring/preserving a small orange grove near W Highland Ave.

Signature Zachary Smith **Date** 02/06/2024

** 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) Joe Shaw
Owner of Rita Shaw Broker & Associates

Telepho [redacted]

(2) Kyle DeKock
Owner of Rita Shaw Property Management

Telephone [redacted]

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

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

✓ address verified

City Council Meeting **I. 8.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement Agreement and General Release - Dino Navarette v. City of Redlands; San Bernardino County Superior Court Case No. CIVSB 2207828 (City Attorney Garcia)

DISCUSSION:

Attached is a copy of the "Agreement of Settlement and General Release," which reflects the terms and conditions for settlement of the above-mentioned litigation as approved by the City Council and City Attorney. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to notify the public of the settlement negotiated by the City.

SUBMITTED BY:

Yvette M. Abich Garcia, City Attorney

PREPARED BY:

Mayra Shushereba, Administrative Analyst

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Danielle Garcia, Management Services/Finance Director

Attachments

Settlement Agreement

AGREEMENT OF SETTLEMENT AND GENERAL RELEASE

1. *PARTIES*: The parties to this Agreement of Settlement and General Release ("Agreement") are DINO NAVARETTE ("Plaintiff"), and the City of Redlands ("Defendants").

2. *RECITALS*: This Agreement is made with reference to the following facts:

2.1 Certain disputes and controversies have arisen between the parties hereto.

2.2 Such disputes and controversies include, but are not limited to, the claims, demands and case or causes of action set forth by the parties hereto in a civil action pending in the San Bernardino County Superior Court and entitled Dino Navarette v City of Redlands, et al., Case No. CIVSB 2207828.

2.3 It is the intention of the parties hereto to settle and dispose of, fully and completely, any and all claims, demands and cause or causes of action existing as of the effective date of this agreement and arising out of, connected with, or incidental to the dealings between parties hereto to the effective date hereof including, without limitation on the generality of the foregoing, any and all claims, demands and cause or causes of action reflected in the civil action referenced in Paragraph 2.2 above.

3. *DISMISSAL*: Concurrently with the execution of this Agreement, Plaintiff shall dismiss, with prejudice, the civil action referenced in Paragraph 2.2 above, in exchange for the promises, covenants, conditions and payments set forth in Paragraph Four.

4. *PAYMENT*: Concurrently with the execution of this Agreement, Defendant shall pay to Plaintiff, the aggregate sum of SEVENTY-FIVE THOUSAND Dollars ($75,000.00) in a check made payable to Law Offices of Samer Habbas & Associates PC Client Trust Account for immediate disbursement to Plaintiff Dino Navarrete (and any lien holders)

5. *GENERAL RELEASE*: In consideration of the mutual general releases contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the parties promise, agree and generally release as follows:

5.1 Except as to such rights or claims as may be created by this Agreement, each party hereto hereby releases, remises and forever discharges each other party hereto from any and all claims, demands and cause or causes of action existing as of the effective date and arising out of, connected with or incidental to the dealings between the parties hereto prior to the effective date hereof including, without limitation on the generality of the foregoing, any and all claims, demands and cause or causes of action reflected in the civil action referenced in Paragraph 2.2 above.

5.2 Each party to this Agreement specifically waives the benefit of provisions of Section 1542 of the Civil Code of the State of California, as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. *REPRESENTATIONS AND WARRANTIES*: Each of the parties to this Agreement represents and warrants to, and agrees with, each party hereto, as follows:

6.1 Each party has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code Section 1542.

6.2 No party (nor any officer, agent, employee, representative, or attorney of or for any party), has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

6.3 Each party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement, and all the matters pertaining thereto, as it deems necessary.

6.4 Each party or responsible officer thereof has read this Agreement and understands the contents hereof. Each of the officers executing this Agreement on behalf of their respective corporations is empowered to do so and thereby binds such respective corporation.

6.5 In entering into this Agreement and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding between the parties hereto, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or of any other circumstance whatsoever.

6.6 Each party has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, and cause or causes of action disposed of by this Agreement.

6.7 Each term of this Agreement is contractual and not merely a recital.

6.8 Each party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties to fully, finally and forever to settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between them. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery of existence of any additional or different claims of facts relative thereto.

6.9 The parties will execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.

6.10 Plaintiff agrees to hold Defendant harmless from, and defend and indemnify Defendant from, the claims of all medical care providers and/or lienholders, including, but not limited to, Medicare or Medi Cal, providing medical services to Plaintiff as a result of the subject accident.

7. *SETTLEMENT*: This Agreement effects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind to any other party. Each of the parties hereto denies any liability in connection with any claim and intends hereby solely to avoid litigation and buy its peace.

8. *MISCELLANEOUS*:

8.1 This Agreement shall be deemed to have been executed and delivered within the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.2 This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by the parties thereto.

8.3 This Agreement is binding upon and shall inure to the benefit of the parties hereto,

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their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

8.4 Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

8.5 In the event of litigation relating to this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

8.6 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

8.7 The parties expressly agree that the Court shall retain jurisdiction over the terms of this settlement and shall specifically retain jurisdiction to entertain a motion to enforce the settlement should the need for such a motion arise.

This Agreement, consisting of five pages, is made and entered into on and as of July 18, 2024, in Redlands, California, and is effective as of this date.

DINO NAVARETTE, Plaintiff

CITY OF REDLANDS

BY: _____

EDDIE TEJEDA, Mayor

ATTEST

BY: _____

JEANNE DONALDSON, City Clerk

Doc ID: 36b18ad13e36a11b2ea37e279e1de9c67b4cd050

APPROVED AS TO FORM AND CONTENT:

Adam Kocaj, Attorney for Plaintiff
DINO NAVARRETE

Bruce E. Disenhouse, Attorney for Defendant
CITY OF REDLANDS

Doc ID: 36b18ad13e36a11b2ea37e279e1de9c67b4cd050

APPROVED AS TO FORM AND CONTENT:

Adam Kocaj, Attorney for Plaintiff
DINO NAVARRETE

Bruce E. Disenhouse, Attorney for Defendant
CITY OF REDLANDS

Doc ID: 36b18ad13e36a11b2ea37e279e1de9c67b4cd050

City Council Meeting **I. 9.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement with Hunter Consulting, Inc. doing business as HCI Environmental & Engineering Service for homeless encampment general clean-up services for an amount not-to-exceed $80,000.00 for a period of one year, and determine that the agreement is not subject to environmental review pursuant to Section 15301 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 recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that the agreement is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve an agreement with Hunter Consulting, Inc. doing business as HCI Environmental & Engineering Service for homeless encampment general clean-up services.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with Hunter Consulting, Inc. doing business as (dba) HCI Environmental & Engineering Service, for homeless encampment general clean-up services in an amount not-to-exceed $80,000.00 for a period of (1) one year. Staff further recommends the City Council determine that the agreement is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Homeless Solutions Division is responsible for connecting persons experiencing homelessness in the City with appropriate resources. The Homeless Solutions Division partners with local nonprofit and government entities to connect homeless persons with resources such as shelter, transitional housing, food assistance, outreach services, mental health counseling, substance abuse treatment, and more.

In accordance with the City's purchasing policy, City staff developed a Request for Bid (RFB) for homeless encampment abatement and general clean-up services. On May 14, 2024, the City Clerk’s office received and opened five bids. Staff evaluated the bids for conformance with the purchasing ordinance, and verified the total price as shown in the table below. Hunter Consulting, Inc., dba HCI Environmental & Engineering Service was determined to be the lowest responsible and responsive bidder.

VENDOR	BID AMOUNT
HCI Environmental, Corona CA	$18,790.00
American Integrated Services, Wilmington CA	$20,250.00
GrayMar Environmental Services, Fontana CA	$26,097.50
ATI Restoration Disaster Recovery Services, Anaheim CA	$37,213.14
Ancon Services, Los Alamitos CA*	No Bid Total Included

*Non-responsive - did not include Bid Total

Staff reviewed the bid received by Hunter Consulting, Inc., dba HCI Environmental & Engineering Service, the apparent low bidder, and found an irregularity in the bid. The acknowledgment of addendums was not signed. However, staff recommends that this error be waived as a minor irregularity as the bidder did acknowledge the addendum online at Planet Bids and the omission of the addendum acknowledgment does not provide the bidder with a competitive advantage over other bidders and can be waived by the City Council.

Furthermore, approval of the agreement has been determined to be categorically exempt from environmental review in accordance with Section 15301 of the State CEQA guidelines. This section, existing facilities, consists of the operation, repair and maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, involving negligible or no expansion of existing or former use.

ALTERNATIVES:

City Council may elect not to award the agreement with Hunter Consulting, Inc., dba HCI Environmental & Engineering and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Priority B: Public health and safety

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2024-25
Amount:	$80,000
Budgeted Y/N:	Yes
Account No.:	101300, 101303, 101304

Discussion:

Sufficient funding for this service is included in the Homeless Solutions (101300.300008), Parks (101303), and Streets (101304) Division's operating budget for Fiscal Year 2024-25 as approved by City Council.

Attachments

Agreement with HCI Environmental
City Clerk's Bid Report

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR ENCAMPMENT ABATEMENT SERVICES

This agreement for non-professional services for the provision of homeless encampment abatement and general clean-up services ("Agreement") is made and entered in this 3rd day of September, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Hunter Consulting, Inc., a Nevada Corporation, dba HCI Environmental & Engineering Service ("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 homeless encampment abatement and general clean-up 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, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor 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 this reference.

4.2 The term of this Agreement shall be for a period of one (1) year commencing as of the Effective Date, unless terminated earlier as provided herein.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: Total compensation for Contractor's performance of the Services shall not exceed the amount of Eighty Thousand Dollars ($80,000.00). 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 reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom.

City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

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

CITY	CONTRACTOR
City Clerk	Gregory J. Parker, President
City of Redlands	Hunter Consulting Inc., dba HCI
35 Cajon Street	Environmental & Engineering Services
P.O. Box 3005 (mailing)	1680 Commerce Street
Redlands, CA 92373	Corona, CA 92880
jdonaldson@cityofredlands.org	gparker@hcienv.com
(909) 798-7531	Phone Number: 951-280-0298

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

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

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

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

CITY OF REDLANDS	HUNTER CONSULTING, INC dba HCI ENVIRONMENTAL & ENGINEERING SERVICE
By: _____	By: _____
Eddie Tejeda, Mayor	Gregory J. Parker, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

This Scope of Services are a general guide and is not intended to be an all-inclusive list of the work necessary for providing homeless encampment abatement and general clean-up services.

Contractor shall provide all labor, tools, materials, protective clothing/gear, equipment, and expertise for site assessment documentation, clean-up, collecting, removal, and disposal services involving homeless encampment abatement, general clean-up services, and various illegal dump sites.

Contractor shall employ and utilize personnel trained to identify and protect themselves and the environment from hazards encountered throughout the course of work in the homeless encampment abatement general cleanup and services. If requested by City, Contractor will devise a Site Health and Safety Plan for a job site. The Site Health and Safety Plan at a minimum should state the cause of the project or incident, hazards, required level of personal protection, evacuation routes and the address of the nearest hospital to ensure safety and awareness for Contractor and City employees.

Clean-up duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State-approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials. Site locations may occasionally require confined space entry clean-up.

Contractor may be required to remove and dispose of vegetation in order to gain access to encampment sites and raze trees and shrubbery to allow better visibility of sites post-encampment removal.

Contractor shall photograph the encampment site before and after the clean-up to document the condition of the site. Contractor shall provide photographs of the clean-up to City electronically.

Structure Demolition

Services may require removal of wood frame or other building structures. It is assumed such structures will be of relatively simple construction using “cast off” materials. Contractor will consult with the City’s Homeless Solutions Coordinator if more complex building types are involved, or if potential health threats such as asbestos may be present.

Biohazard Handling

The Contractor’s project team for a designated job site will be knowledgeable regarding the completion of the Uniform Hazardous Waste Manifest and other relevant shipping documents (e.g., Bill of ladings, non-hazardous manifest, etc.) with appropriate Department of Transportation proper shipping names, signature requirements, United States Environmental Protection Agency identification numbers and waste codes, California Waste Codes, placard requirements and segregation of waste requirements for waste shipments.

Contractor will ensure that regulatory documents associated with hazardous waste services are accurate and error free. Manifest corrections and illegible manifests shall be the responsibility of Contractor and Contractor will be responsible for filing manifest corrections to the Department of Toxic Substances Control (DTSC) and paying any fees associated with manifest errors and illegible manifests.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Hunter Consulting Inc., dba HCI Environmental & Engineering Services (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to homeless encampment abatement and general clean-up services(the "Work"), which said agreement, dated September 3, 2024, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Eighty Thousand Dollars ($80,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2024.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( ) _____

EXHIBIT "C"
FEE SCHEDULE

Description		Price
Site Clean-Up Labor and Equipment		
	Hourly Rate Non-Prevailing Wage	$165.00 p/hour
	Hourly Rate Prevailing Wage	$218.00 p/hour
	Equipment Mark-up	35%
Biohazard Technician		
	Hourly Rate Non-Prevailing Wage	$95.00 p/hour
	Hourly Rate Prevailing Wage	$142.00 p/hour
	Equipment Mark-up	35%
Biohazardous Materials Disposal		
	Containment, transportation and disposal of biohazard material per 40-gallon containment unit	$190.00 p/unit
	Equipment Mark-up	35%

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.

HUNTER CONSULTING, INC dba
HCI ENVIRONMENTAL & ENGINEERING SERVICE

By:_____ Date: _____
P. David Herrera, President

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **14th day of May 2024 at 2:30 p.m.** on behalf of the Facilities and Community Services Department for **REBID - As Needed Encampment Abatement and General Clean Up Services-FCS20240416DR-REBID** . The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (1)	Total Bid Amount
1	HCI Environmental, Corona CA	Bid Check List Signed	Yes	None Acknowledged	$18,790.00
2	American Integrated Services, Wilmington CA	Yes	Yes	1 Acknowledged	$20,250.00
3	GrayMar Environmental Services, Fontana CA	Yes	Yes	1 Acknowledged	$26,097.50
4	ATI Restoration Disaster Recovery Services, Anaheim CA	Yes	Yes	Yes	$37,213.14
5	Ancon Services, Los Alamitos	Yes	*No	4 Acknowledged	No Bid Total Included

Bid bond not included as bidder stated bid is under $20,000.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Tricia Swope; David Rabindranath

City Council Meeting **I. 10.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $50,000 and authorize the additional appropriation of the same (Assistant City Manager Boatman)

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 accept the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $50,000; and
2. Approve an additional appropriation in the amount of $50,000 in the Governmental Grants fund

RECOMMENDATION:

Staff recommends that the City Council accept the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $50,000, and approve an additional appropriation in the amount of $50,000 in the Governmental Grants fund.

DISCUSSION:

The Homeless Solutions Division is responsible for connecting people experiencing homelessness in the City with appropriate resources. The Homeless Solutions Division partners with local nonprofit and government entities to connect homeless persons with resources such as shelter, transitional housing, food assistance, outreach services, mental health counseling, substance abuse treatment, and more.

Staff applied for a grant with Kaiser Permanente of Southern California to fund a

Substance Abuse Counselor or street outreach coordinator. The Kaiser Permanente of Southern California Region Grant program provides support to nonprofit organizations, academic institutions and government entities in Kaiser Permanente service areas throughout Southern California to improve the health of communities and eliminate health disparities. The City was awarded the Redlands Substance Abuse Prevention Outreach Grant which will provide $50,000 to be used for funding a Substance Abuse Counselor or street outreach coordinator within the Homeless solutions division. An additional appropriation is included with this report to facilitate the use of the grant funds.

ALTERNATIVES:

City Council may elect not to accept the Redlands Substance Abuse Prevention Outreach Grant award at this time.

STRATEGIC PLAN:

Supports Priority B Objective 4 - Homelessness

SUBMITTED BY:
Christopher Boatman, Assistant City Manager

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

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

PREPARED BY:
Nancy Felix, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024-25
Appropriation Required Y/N:	Y
Amount:	$50,000
Budgeted Y/N:	N
Account No.:	200120
Discussion:	

The grant provides $50,000 which will be appropriated in the Governmental Grants fund for use on salaries and benefits for a substance abuse counselor or street outreach coordinator.

Attachments

A. Kaiser Grant Agreement

B. Additional Appropriation

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GRANT AGREEMENT

PURPOSE OF GRANT

This grant is made to the City of Redlands ("Grantee") for the purpose and with the conditions outlined below. Kaiser Permanente and City of Redlands are referred to in this Agreement as a "Party" or collectively as the "Parties".

This grant is restricted to be used only to fund the stated purpose of the grant. In addition to the specific terms listed below for Grant #161185 (the "Grant"), the award of the Grant is contingent upon the Grantee's compliance with the following terms and conditions and the conditions set forth in the attached appendices. Together, the specific items listed below, the following terms and conditions and all exhibits, appendices and other attachments hereto form "the Agreement."

Grant Title:	Redlands Substance Abuse Prevention Outreach
Grant Number:	161185
Project Contact Person:	David Rabindranath Homeless Solutions Coordinator drabindranath@cityofredlands.org 909-761-5196
Grantee Mailing Address:	35 Cajon St, Suite #222 Redlands, CA 92373
Kaiser Permanente Program Officer:	Cody Ruedaflores Cody.J.Ruedaflores@kp.org
Grant Period:	7/1/2024 - 6/30/2025
Payment Schedule:	$50,000.00 to be distributed on execution of the grant agreement.
Reporting Schedule:	Grantee should follow the below reporting schedule. Any questions on specific reporting requirements should be discussed and agreed upon with the grantee's Program Officer. 7/31/2025, Final Report submitted within KP's online grants management system. Grantee to report on progress against outlined objectives.

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I. GRANT TERMS & CONDITIONS

A. **Use of Grant Funds.** Grantee agrees to use the grant funds solely for the specified purpose. Grant funds may not be expended, loaned, pledged or transferred for reasons other than carrying out the Project without Kaiser Permanente's prior written approval. Grantee may not expend any grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code.

B. **Grant Expenditures.** Grantee agrees that the grant fund expenditures will be allocated as specifically itemized in the budget (if any) and that any re-allocations within the budget in excess of 10% of the total grant amount will require prior written approval.

C. **Grantee Performance Standards.** An essential element of any project is to understand the factors contributing to its overall success, as well as challenges encountered throughout project planning and implementation. Grantee shall provide to Kaiser Permanente regular reports of progress, in a form mutually agreed by the parties, toward achieving the goals of the grant and the quality of work associated therewith and such other performance standards as may be provided for herein. Grantee shall adhere to the report requirements and due dates, if any, set forth on the "Payment Schedule" or in Exhibit A and shall keep Kaiser Permanente apprised of any changes that could adversely impact Grantee's performance and timeline of the Project. If Kaiser Permanente is not satisfied with the quality of Grantee's work or the progress toward achieving the goals of the grant, Kaiser Permanente may provide the Grantee with recommendations regarding ways to improve the quality of the work and progress toward achieving the goals of the grant.

D. **Public Access.** Grantee agrees to deliver to Kaiser Permanente copies of any and all work product, results, reports, publications, data and other materials created or developed through the Project (collectively, "Project Work Product"), in a format of Kaiser Permanente's preference. Grantee hereby grants to Kaiser Permanente a royalty free, non-exclusive, non-sublicensable license during and after the Term of this Agreement to use Project Work Product in furtherance of Kaiser Permanente's community health activities. Further, Grantee agrees to deliver to Kaiser Permanente a copy of any third-party reports, articles or other publications regarding the Project funded by this grant that are available to the public and, upon request, provide reasonable assistance to Kaiser Permanente to obtain rights to reproduce and distribute such publications.

E. **Non-discrimination.** Grantee agrees that, in carrying out the objectives supported by this grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

F. **Nonprofit Status.** Grantee represents that it is currently and shall remain during the period funded, a nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a local, state or federal government

agency eligible to receive charitable contributions as described in the grant proposal submitted. Grantee agrees to notify Kaiser Permanente immediately of any changes in its tax status during the term of the grant.

G. **Change in Grantee Operations.** Grantee agrees to advise Kaiser Permanente, within three (3) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in Grantee's status.
   1. A change to Grantee's financial or other condition sufficient, in Kaiser Permanente's sole discretion, to endanger Grantee's ability to continue to perform its obligations under this Agreement, including, without limitation, any revocation, modification or change otherwise to its exempt 501(c)(3) status;
   2. A change to Grantee's organizational mission that, in Kaiser Permanente 's sole discretion, substantially reduces the relevance of any grant objectives to that mission or, in the case of a general support grant, that support no longer furthers Kaiser Permanente 's charitable purposes and priorities;
   3. Grantee no longer retains the services of personnel adequate to enable Grantee to continue to perform its obligations under this Agreement;
   4. Grantee's inability to expend grant funds in accordance with the terms of the grant agreement, or;
   5. Any development that significantly and adversely affects the operation of the Project or Grantee, including, without limitation, changes to Project scope of grant or timeline.

H. **Conflict of Interest.** Grantee shall, in connection with the grant submission process, have disclosed to Kaiser Permanente a comprehensive list of Grantee's Directors, Officers and individuals on its governing body and an assessment of their affiliations, if any, to Kaiser Permanente or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Grantee and Kaiser Permanente agree to promptly disclose any changes to the list of Directors, Officers or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement to ensure compliance with policy.

I. **Future Funding.** Grantee acknowledges that Kaiser Permanente and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement.

II. PUBLICITY

A. **Websites and Other Promotional Opportunities.** Grantee will display Kaiser Permanente's logo and other promotional content, such as recognition of Kaiser Permanente's support of Grantee, both as mutually agreed and in accordance with Kaiser Permanente policy, on Grantee's website (which will include links to Kaiser Permanente's website), in possible future publications and in possible future events.

B. **Grantee Communications with Media/Use of Logo.** Kaiser Permanente requests an opportunity to review and comment on all press releases that are directly related to the Grant. In general, Kaiser Permanente does not allow the use of its logo without prior

approval. If Grantee plans to issue a press release announcing this grant, Grantee agrees to contact Kaiser Permanente at least 15 days before the desired announcement date. Kaiser Permanente must provide advance approval of the press release and the date of release.

C. **Communications with Media and Published Materials.** Kaiser Permanente may periodically publicize Project progress and/or results through public communications (including press releases), reports, website, and other materials. Grantee agrees that Kaiser Permanente may disclose information about the Project and Grantee's organization and use the logo of the Grantee in such communications, provided however, Kaiser Permanente's use of Grantee's name and logo shall be in accordance with any Grantee policy on those matters provided to Kaiser Permanente in writing. Upon request by Kaiser Permanente, Grantee agrees to provide reasonable assistance to Kaiser Permanente to obtain signed publicity waivers from employees, volunteers, and other persons associated with Grantee (for example, for use of photos or video taken by Kaiser Permanente in connection with the Grant or Project). The terms of this provision survive the expiration of the grant term.

III. GRANT TERMINATION: RIGHT TO MODIFY OR REVOKE PAYMENTS

A. Kaiser Permanente may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in this Agreement or for Grantee's engagement in willful misconduct or negligence.

IV. INDEMNIFICATION

A. Each party agrees to defend, indemnify and hold the other party and its officers, employees, directors, owners and authorized agents harmless from and against all third-party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying party, its officers, employees, directors, owners or authorized agents.

V. COMPLIANCE

A. Grantee agrees to comply with all applicable laws in the use of the grant funds and Grantee's development and operation of the Project. Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, Kaiser Permanente and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

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VI. MISCELLANEOUS

A. This Agreement shall be construed under the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty, or obligation under this Agreement without prior written approval from Kaiser Permanente. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party. With respect to administration of this grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

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SIGNATURE PAGE, Grant #161185

1. **Grantee Signature.** By signing this Agreement the grantee signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the grantee thereto, and that the grantee hereby accepts and agrees to perform all the terms and conditions of this Agreement.

Grantee Organization Signatory

Name: Eddie Tejeda

Title: City of Redlands Mayor

Organization: City of Redlands

Signature: DocuSigned by: Eddie Tejeda 6/17/2024 C5E5098F54C34AB...

Date Signed: 6/17/2024

2. **Kaiser Permanente Signature.** By signing this Agreement KP signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind KP thereto, and that KP hereby accepts and agrees to perform all the terms and conditions of this Agreement.

Kaiser Foundation Hospital/Health Plan Signatory

Name: Sandra E. Silva

Title: Senior Director, Community Health

Organization: Kaiser Foundation Hospital

Signature: DocuSigned by: Sandra E. Silva 1567F1D9C69F475...

Date Signed: 6/6/2024

DocuSign Envelope ID: AAD1D342-67A6-406D-A848-69C64E5F7759

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APPENDICES, Grant #161185

EXHIBIT A

REPORT GUIDELINES

The national Community Health Grants Program supports Kaiser Permanente's mission to improve the health of the communities we serve. The results of your grant are important and will help shape the future of Kaiser Permanente's grantmaking. If your grant includes multiple payments, timely submission of completed reports are required for further payments for this grant, as well as eligibility for consideration of future funding.

Reports should be submitted using Kaiser Permanente's online grants management system, Mosaic. You will receive a notification from the system around one month prior to the due date of your report.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 09/03/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: City Manager's Office

EXPENDITURE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Other Grants - Revenue	200120-5XXX		P120004	$ 50,000.00
				$ $ 50,000.00

REVENUE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Other Grants - Revenue	200120-4410	4410	P120004	$ 50,000.00
				$ $ 50,000.00

JUSTIFICATION: Kaiser Grant to fund limited term Community Outreach Specialist

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **I. 11.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve one limited-term Community Outreach Specialist position within the Homeless Solutions Division for a term not to exceed 18 months (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 to approve one limited-term Community Outreach Specialist position with the Homeless Solution Division, for a term not to exceed 18 months;

RECOMMENDATION:

Staff recommends City Council approve one limited-term Community Outreach Specialist position with the Homeless Solution Division, for a term not-to-exceed 18 months.

DISCUSSION:

The Homeless Solutions Division is responsible for connecting people experiencing homelessness in the City with appropriate resources. The Homeless Solutions Division partners with local nonprofit and government entities to connect homeless persons with resources such as shelter, transitional housing, food assistance, outreach services, mental health counseling, substance abuse treatment, and more.

Also on today's agenda for City Council consideration is the acceptance of a grant award from Kaiser Permanente, to fund a Community Outreach Specialist position in the amount of $50,000. The Kaiser Permanente of Southern California Region Grant program provides support to nonprofit organizations, academic institutions and government entities in Kaiser Permanente service

areas throughout Southern California to improve the health of communities and eliminate health disparities. This grant will be subsidized by the Homeless Solutions Division budget to maintain the position for 18 months.

The limited term position will be for a period of 18 months and will support the Homeless Solutions Division by providing additional outreach services to the community.

ALTERNATIVES:

City Council may elect not to approve the limited-term position

STRATEGIC PLAN:

Supports Priority B Objective 4 - Homelessness

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Robert Meteau Jr., Human Resources Director

PREPARED BY:
Nancy Felix, Administrave Assistant II

Fiscal Impact

Fiscal Year:	FY 2024-25
Appropriation Required Y/N:	N
Amount:	103,087
Budgeted Y/N:	Y
Account No.:	101300.30008

Discussion:

The total cost associated with this 18 month limited-term position is $153,087. This position is partially funded by the Kaiser Permanente Substance Abuse Outreach Grant in the amount of $50,000. Sufficient funding is available within the FY 2024 & 2025 Homeless Solutions Division budget to cover the balance of $103,087 needed for the eighteen-month term.

City Council Meeting **I. 12.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the Department of Homeland Security, Federal Emergency Management Agency 2023 Emergency Management Performance Grant award in the amount of $18,115, and authorize an additional appropriation for the same (Fire Chief Sessler)

MOTION(S):

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

I move to accept the Federal Emergency Management Agency 2023 Emergency Management Performance Grant in the amount of $18,115, and authorize an additional appropriation for the same.

RECOMMENDATION:

Staff recommends that the City Council accept the Federal Emergency Management Agency 2023 Emergency Management Performance Grant in the amount of $18,115 and authorize an additional appropriation for the same.

DISCUSSION:

The purpose of the Emergency Management Performance Grant (EMPG) is to sustain and improve comprehensive emergency management programs at the state, tribal, and local levels for all man-made and natural disasters through the prevention, mitigation, response and recovery of all hazardous events.

The acceptance of the grant award will assist with the partial salary of the Emergency Operations Specialist position in the Fire Department's Emergency Operations Division. The position assists with emergency plan development and updating, the Community Emergency Response Team (CERT) Program, Emergency Operations Center (EOC) activations, as well as the citywide

National Incident Management System (NIMS) training.

ALTERNATIVES:

Not accept the Emergency Management Performance Grant at this time and provide alternate direction.

STRATEGIC PLAN:
Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Esther Martinez, Emergency Operations Specialist

Fiscal Impact

Fiscal Year:	2024-2025
Appropriation Required Y/N:	Y
Amount:	$18,115
Budgeted Y/N:	No
Account No.:	200250

Discussion:

There is no fiscal impact to the City in accepting the FY2023 EMP Grant award. The grant funding will be used to offset the personnel cost for the Emergency Operations Specialist within the Fire Department Emergency Management Division.

Attachments

Approval Notification Letter
Additional Appropriation

1743 Miro Way, Rialto, CA 92376 | Phone: 909.356.3998 Fax: 909.356.3965
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Emergency Services

Luther Snoke
Chief Executive Officer

Crisanta Gonzalez
Director

May 24, 2024

TO: **FISCAL YEAR 2023 (FY23) EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM SUBRECIPIENTS**

SUBJECT: **FY23 EMPG PROJECT APPROVAL NOTIFICATION**

This letter is to inform you that your city/town's application for the FY 23 Emergency Management Performance Grant (EMPG) Program has been approved. Please consider this letter as an official authorization to proceed with your organization's FY 23 EMPG project(s), on the condition additional approval(s) may be required before incurring additional costs (Environmental and Historic Preservation screening (EHP), Sole Source, etc.).

The performance period for the Operational Area's Grant is conducted from July 1, 2023, to May 31, 2025. In accordance with timelines required by the State of California and the Federal Emergency Management Agency (FEMA), we are requesting your organization reconcile all projects and submit final reports to the Grants Administration Unit. All projects must be completed on or before May 31, 2025. Final documentation and reviews must be submitted on or before June 6, 2025.

All Emergency Management Performance Grant prerequisites to include deliverables, reports, and supporting documentation must be submitted to the Grants Administration Unit with the authorized agent's signature (wet blue ink).

Please adhere to the following procedures below:

1. Match: The EMPG grant requires a dollar-for-dollar cost share and can be fulfilled by utilizing non-federal dollars, via cash or in-kind match (in-kind must have prior approval, please see attached FY 23 EMPG Match Guidance). When requesting reimbursement, both the cash match and in-kind match must be submitted with proper supporting documentation.

2. Modifications: Any changes to the previously submitted project will require pre-approval from the State of California, prior to incurring any cost(s).

3. Performance Reports: Track and report all cumulative project progress/status and submit quarterly reports.

4. Reimbursement Requests: Please submit copies of original invoices clearly outlining the grant item(s) purchased, proof of payment(s), SAM.gov verification, (two) sets of color photos (equip), (three) quotes/bids, payroll reports, and personnel activity reports. For the complete list of requirements, please refer to the attached Grant Reimbursement Checklist (attached).

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

Directions and guidance have been provided for you with any additional grant information as outlined in the State and Federal guidelines. The FY 23 EMPG Subrecipient Agreement and FY 23 Application Workbook, have been previously completed and signed by your jurisdiction. In addition, please be advised that acceptance of the FY 23 EMPG grant funds make your jurisdiction subject to compliance with the FY 23 EMPG Grant Assurances.

Please review the attached FY Emergency Management Performance Grant, Approved Project Worksheet for details and allocation amounts. If project modification(s) are required, please contact the Grants Administrative Unit.

Submit signed documents electronically to Gustavo Mendoza at gustavo.mendoza@oes.sbcounty.gov and mail the original with wet signature to:

San Bernardino Office of Emergency Services
Attn: Grant Administration Unit
1743 Miro Way.
Rialto, CA 92376-8630

Sincerely,

Crisanta Gonzalez

Crisanta Gonzalez
Director
Office of Emergency Services

CG:gm

cc: Grant Administration Unit

Attachments

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 7/2/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Fire Department

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Full Time Salaries	200250	5001	F250031	$ 18,115.00
			$	$ 18,115.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Fed. Grants	200250	4407	F250031	$ 18,115.00
			$	$ 18,115.00

JUSTIFICATION: Federal 2023 EMPG to assist with the salary of the Emergency Operations Specialist.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **I. 13.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Salary Resolution No. 8624 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8599 (Human Resources Director Meteau)

MOTION(S):

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

I move to adopt Resolution No. 8624 establishing a Salary Schedule and Compensation Plan for City Employees and rescind Resolution No. 8599.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8624 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8599.

DISCUSSION:

Resolution No. 8624 establishes an additional Solid Waste Supervisor position within the Facilities and Community Services Department. This position will be responsible for day to day oversight and supervision of activities at the California Street Landfill. This position is required in order to meet the requirements for a Solid Waste Facility Permit as set forth in the landfill's Joint Technical Agreement. This position will report to the Solid Waste Manager and provide daily on-site supervision of landfill activities and staff and ensure compliance with all applicable laws, regulations, and permit requirements.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Crocker, Director, Facilities and Community Services

PREPARED BY:
Tommi Ng, Assistant Director, Human Resources/Risk Management

---

Fiscal Impact

Discussion:

The fiscal impact for this position is approximately $121,900 annually, which will be absorbed in the current FY 24/25 approved budget.

Attachments

Salary Resolution No. 8624
2024-2025 Range Tables
PT Hourly Rate Schedule

RESOLUTION NO. 8624

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR CITY EMPLOYEES AND RESCINDING RESOLUTION NO. 8599.

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

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

Section 1. The City Council of the City of Redlands hereby establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 2 of this resolution to be effective September 16, 2024.

Section 2. Salary schedule and Compensation Plan.

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

Administrative Assistant I/II		1	T	33	38			
Mid-Management Trainee		2	MM	30-90				

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

Management Services

Director, Management Services*		1	DD	4				

Information Technology

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

Finance

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

Revenue

Revenue Manager		1	MM	65				
Utilities Customer Service Supervisor		1	MM	45				
Accountant		1	MM	35				
Administrative Analyst		1	MM	35				
Senior Customer Account Specialist		2	T	52				
Utilities Billing Specialist		1	T	51				
Senior Accounting Technician		1	T	50				
Utilities Billing Technician		2	T	41				
Customer Account Specialist		6	T	37				
Customer Service Technician I/II		4	T	24	32			

Purchasing

Procurement Manager		1	M	74				
Purchasing Clerk		1	T	35				

Payroll

Payroll Coordinator		1	MM	34				
Payroll Assistant		1	T	40				

Part Time Position

IT Intern	1		PT					

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

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

Development Services Department

Administration

Development Services Director		1	DD	4				
Sustainability Coordinator		1	MM	60				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
Administrative Assistant I/II		1	T	33	38			

Land Use

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

Building Safety

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

Economic Development

Economic Development Coordinator		1	MM	68				

Planning

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

Part Time Positions

Planning Intern	2		PT					

Total Development Services Department	***2***	***28***

Fire Department								
Fire Chief		1	DD	7				
Fire Marshal		1	M	88				
Deputy Fire Chief		1	F	85				
Deputy Fire Marshal		1	MM	79				
Battalion Chief		4	F	79				
Fire Captain		15	F	60				
Fire Engineer		18	F	55				
Fire Fighter		21	F	50				
EMS Coordinator		1	MM	82				
Management Analyst		1	MM	50				
Emergency Operations Specialist		1	MM	34				
Fire Prevention Inspector		2	CS	75				
Sr. Administrative Assistant		2	T	48				
Administrative Assistant I/II		1	T	33	38			

Total Fire Department		***70***

Library								
Library Director		1	C	1				
Archivist Curator		1	M	80				
Principal Librarian		1	MM	53				
Systems Administrator		1	T	84				
Management Analyst		1	MM	45				
Senior Librarian		1	MM	37				
Special Collections Manager		1	MM	36				
Adult Literacy Coordinator		1	MM	32				
Technical Services Coordinator		1	MM	30				
Museum Collections Specialist		1	T	57				
Librarian		1	T	52				
Sr. Administrative Assistant		1	T	45				
Library Specialist I/II		5	T	22	32			
Maintenance Worker I/II		2	T	24	31			
Administrative Assistant I/II		1	T	33	38			
Technical Services Clerk		2	T	12				
Library Clerk		2	T	5				

Part Time Positions

Administrative Assistant	1		PT					
Library Specialist	1		PT					
Library Clerk	4		PT					
Library Page	4		PT					
Museum Attendant	4		PT					

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

Municipal Utilities & Engineering Department

Administration

Director of Municipal Utilities and Public Works Engineering		1	DD	05				
Senior Administrative Assistant		3	T	48				

Engineering Services

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

Utilities

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

Water

Water Utility Manager		1	M	86				
Water Production/Maint. Superintendent		1	MM	85				
Water Distribution Superintendent		1	MM	85				
Water Production Operations Supervisor		1	T	100				
Water Production Maintenance Supervisor		1	T	100				
Water Distribution Supervisor		1	T	100				
Regulatory Compliance Officer		1	T	90				
Utilities Maintenance Foreperson		1	T	80				
Electrical and Instrumentation Technician		2	T	69				
Senior Water Quality Technician		1	T	63				
Cross Connection Control Inspector		1	T	63				
Water Distribution Crewleader		4	T	61				
Water Treatment Operator I/II/III/IV/V		8	T	55	60	77	80	83
Water Quality Technician I/II		2	T	52	57			
Water Distribution Operator		12	T	49				
Sr. Customer Service Field Technician		1	T	48				
Plant Mechanic I/II		6	T	48	58			
Customer Service Field Technician		1	T	39				
Water Meter Reader I/II		3	T	21	31			

Wastewater

Wastewater Utility Manager		1	M	86				
Wastewater Operations Supervisor		1	T	100				
Wastewater Facilities Maintenance Supervisor		1	T	100				
Wastewater Collection System Supervisor		1	T	100				
Regulatory Compliance Officer		1	T	90				
Utilities Maintenance Foreperson		1	T	80				

Wastewater Facilities Operator I/II/III/IV		6	T	51	61	68	78	
Plant Mechanic I/II		5	T	48	58			
Wastewater Collection System Worker I/II/III		7	T	47	50	54		

Part Time Positions

Administrative Assistant	1		PT					

Total MUED Department	***1***	***97***

Police Department

Chief of Police		1	DD	8				
Deputy Police Chief		2	P	85				
Police Commander		4	P	81				
Police Sergeant		13	P	70				
Police Corporal		20	P	64				
Police Officer/Police Recruit		58	P/CS	60/79				
Police Operations Manager		1	M	74				
Management Analyst		1	MM	50				
Support Services Supervisor		1	MM	38				
Police Operations Coordinator		1	MM	36				
Digital Forensic Examiner		1	CS	88				
Crime Analyst		2	CS	85				
Dispatch Supervisor		3	CS	82				
Executive Police Assistant		1	CS	74				
Forensic Specialist		2	CS	73				
Records Supervisor		1	CS	66				
Property and Evidence Technician		2	CS	60				
Sr. Community Service Officer		1	CS	56				
Dispatcher I/II/III		15	CS	52	57	63		
Community Service Officer I/II		9	CS	40	48			
Records Specialist I/II		8	CS	22	36			
Administrative Assistant I/II		1	T	33	38			

Part Time Positions

Community Services Officer	1		PT					
Administrative Assistant	1		PT					
Camera Operator	6		PT					
Background Investigator	4		PT					

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

Facilities and Community Services

Director, Facilities & Community Serv		1	DD	04				
Senior Manager, Fac & Comm Serv		2	M	81				
Manager, Fac & Comm Serv		1	MM	73				

Field Services Superintendent		1	MM	73				
Field Services Project Supervisor		1	MM	61				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
Sr. Administrative Assistant		2	T	48				
Administrative Assistant I/II		3	T	33	38			

Airport

Airport Supervisor		1	MM	40				

Animal Services

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

Building Maintenance

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

Cemetery

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

Code Enforcement

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

Fleet Services

Fleet Services Supervisor		1	MM	53				
Sr. Administrative Assistant		1	T	48				
Sr. Equipment Mechanic		1	T	70				
Fire Mechanic		1	T	69				
Equipment Mechanic I/II		3	T	45	50			
Fleet Parts Technician		1	T	35				

Parks and Trees

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

Recreation/Senior Services

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

Solid Waste

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

Streets

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

Part Time Positions

Program Aide	2		PT					
Cemetery Aid	1		PT					

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

Grant Funded Positions - City Manager's Office

Administrative Assistant I/II	1		T	33	38			
Community Outreach Specialist	2		T	42				

Total Full Time Positions	*598*
Total Part Time Positions	*34*
Total Grant Funded Positions	*3*
Total Authorized Positions	*635*

TOTAL POSITIONS	*635*

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

Section 4. Resolution No.8599 of the City of Redlands is hereby rescinded effective September 15, 2024.

Adopted, approved and signed this 3rd day of September, 2024.

_____

Eddie Tejeda, Mayor, City of Redlands

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 3rd day of Sepember, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T5	NE	HOURLY	17.793	18.683	19.617	20.598	21.628	22.277	22.722
		MONTHLY	3084	3238	3400	3570	**3748.84**	3861	3939
		ANNUAL	37010	38861	40804	42844	44986	46336	47262
T6	NE	HOURLY	17.971	18.870	19.813	20.804	21.844	22.500	22.949
		MONTHLY	3115	3271	3434	3606	**3786**	3900	3978
		ANNUAL	37380	39249	41212	43272	45436	46799	47735
T7	NE	HOURLY	18.151	19.059	20.011	21.012	22.063	22.725	23.179
		MONTHLY	3146	3303	3469	3642	**3824**	3939	4018
		ANNUAL	37754	39642	41624	43705	45890	47267	48212
T8	NE	HOURLY	18.332	19.249	20.212	21.222	22.283	22.952	23.411
		MONTHLY	3178	3337	3503	3679	**3862**	3978	4058
		ANNUAL	38132	40038	42040	44142	46349	47740	48694
T9	NE	HOURLY	18.516	19.442	20.414	21.434	22.506	23.181	23.645
		MONTHLY	3209	3370	3538	3715	**3901**	4018	4098
		ANNUAL	38513	40439	42460	44583	46813	48217	49181
T10	NE	HOURLY	18.701	19.636	20.618	21.649	22.731	23.413	23.881
		MONTHLY	3242	3404	3574	3752	**3940**	4058	4139
		ANNUAL	38898	40843	42885	45029	47281	48699	49673
T11	NE	HOURLY	18.888	19.832	20.824	21.865	22.958	23.647	24.120
		MONTHLY	3274	3438	3609	3790	**3979**	4099	4181
		ANNUAL	39287	41251	43314	45480	47754	49186	50170
T12	NE	HOURLY	19.077	20.031	21.032	22.084	23.188	23.884	24.361
		MONTHLY	3307	3472	3646	3828	**4019**	4140	4223
		ANNUAL	39680	41664	43747	45934	48231	49678	50672
T13	NE	HOURLY	19.268	20.231	21.243	22.305	23.420	24.123	24.605
		MONTHLY	3340	3507	3682	3866	**4059**	4181	4265
		ANNUAL	40077	42080	44185	46394	48713	50175	51178
T14	NE	HOURLY	19.460	20.433	21.455	22.528	23.654	24.364	24.851
		MONTHLY	3373	3542	3719	3905	**4100**	4223	4308
		ANNUAL	40477	42501	44626	46858	49201	50677	51690
T15	NE	HOURLY	19.655	20.638	21.670	22.753	23.891	24.607	25.100
		MONTHLY	3407	3577	3756	3944	**4141**	4265	4351
		ANNUAL	40882	42926	45073	47326	49693	51183	52207
T16	NE	HOURLY	19.851	20.844	21.886	22.981	24.130	24.853	25.351
		MONTHLY	3441	3613	3794	3983	**4182**	4308	4394
		ANNUAL	41291	43356	45523	47800	50189	51695	52729
T17	NE	HOURLY	20.050	21.052	22.105	23.210	24.371	25.102	25.604
		MONTHLY	3475	3649	3832	4023	**4224**	4351	4438
		ANNUAL	41704	43789	45979	48278	50691	52212	53256

Effective: July 2024

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

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T18	NE	HOURLY	20.250	21.263	22.326	23.442	24.615	25.845	27.138
		MONTHLY	3510	3686	3870	4063	**4267**	4480	4704
		ANNUAL	42121	44227	46438	48760	51198	53758	56446
T19	NE	HOURLY	20.453	21.476	22.549	23.677	24.861	25.607	26.119
		MONTHLY	3545	3722	3909	4104	**4309**	4438	4527
		ANNUAL	42542	44669	46903	49248	51710	53262	54327
T20	NE	HOURLY	20.658	21.690	22.775	23.914	25.109	25.863	26.380
		MONTHLY	3581	3760	3948	4145	**4352**	4483	4573
		ANNUAL	42968	45116	47372	49740	52227	53794	54870
T21	NE	HOURLY	20.864	21.907	23.003	24.153	25.360	26.121	26.644
		MONTHLY	3616	3797	3987	4186	**4396**	4528	4618
		ANNUAL	43397	45567	47846	50238	52750	54332	55419
T22	NE	HOURLY	21.073	22.126	23.233	24.394	25.614	26.382	26.910
		MONTHLY	3653	3835	4027	4228	**4440**	4573	4664
		ANNUAL	43831	46023	48324	50740	53277	54875	55973
T23	NE	HOURLY	21.283	22.348	23.465	24.638	25.870	26.646	27.179
		MONTHLY	3689	3874	4067	4271	**4484**	4619	4711
		ANNUAL	44270	46483	48807	51248	53810	55424	56533
T24	NE	HOURLY	21.496	22.571	23.700	24.885	26.129	26.913	27.451
		MONTHLY	3726	3912	4108	4313	**4529**	4665	4758
		ANNUAL	44712	46948	49295	51760	54348	55978	57098
T25	NE	HOURLY	21.711	22.797	23.937	25.133	26.390	27.182	27.725
		MONTHLY	3763	3951	4149	4356	**4574**	4712	4806
		ANNUAL	45159	47417	49788	52278	54892	56538	57669
T26	NE	HOURLY	21.928	23.025	24.176	25.385	26.654	27.454	28.003
		MONTHLY	3801	3991	4191	4400	**4620**	4759	4854
		ANNUAL	45611	47892	50286	52800	55440	57104	58246
T27	NE	HOURLY	22.148	23.255	24.418	25.639	26.921	27.728	28.283
		MONTHLY	3839	4031	4232	4444	**4666**	4806	4902
		ANNUAL	46067	48370	50789	53328	55995	57675	58828
T28	NE	HOURLY	22.369	23.488	24.662	25.895	27.190	28.005	28.566
		MONTHLY	3877	4071	4275	4488	**4713**	4854	4951
		ANNUAL	46528	48854	51297	53862	56555	58251	59416
T29	NE	HOURLY	22.593	23.722	24.909	26.154	27.462	28.286	28.851
		MONTHLY	3916	4112	4317	4533	**4760**	4903	5001
		ANNUAL	46993	49343	51810	54400	57120	58834	60011
T30	NE	HOURLY	22.819	23.960	25.158	26.416	27.736	28.568	29.140
		MONTHLY	3955	4153	4361	4579	**4808**	4952	5051
		ANNUAL	47463	49836	52328	54944	57692	59422	60611

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T31	NE	HOURLY	23.047	24.199	25.409	26.680	28.014	28.854	29.431
		MONTHLY	3995	4195	4404	4624	**4856**	5001	5101
		ANNUAL	47938	50334	52851	55494	58268	60017	61217
T32	NE	HOURLY	23.277	24.441	25.663	26.946	28.294	29.143	29.725
		MONTHLY	4035	4236	4448	4671	**4904**	5051	5152
		ANNUAL	48417	50838	53380	56049	58851	60617	61829
T33	NE	HOURLY	23.510	24.686	25.920	27.216	28.577	29.434	30.023
		MONTHLY	4075	4279	4493	4717	**4953**	5102	5204
		ANNUAL	48901	51346	53914	56609	59440	61223	62447
T34	NE	HOURLY	23.745	24.933	26.179	27.488	28.863	29.728	30.323
		MONTHLY	4116	4322	4538	4765	**5003**	5153	5256
		ANNUAL	49390	51860	54453	57175	60034	61835	63072
T35	NE	HOURLY	23.983	25.182	26.441	27.763	29.151	30.026	30.626
		MONTHLY	4157	4365	4583	4812	**5053**	5204	5309
		ANNUAL	49884	52378	54997	57747	60634	62453	63702
T36	NE	HOURLY	24.223	25.434	26.705	28.041	29.443	30.326	30.932
		MONTHLY	4199	4409	4629	4860	**5103**	5256	5362
		ANNUAL	50383	52902	55547	58325	61241	63078	64340
T37	NE	HOURLY	24.465	25.688	26.972	28.321	29.737	30.629	31.242
		MONTHLY	4241	4453	4675	4909	**5154**	5309	5415
		ANNUAL	50887	53431	56103	58908	61853	63709	64983
T38	NE	HOURLY	24.709	25.945	27.242	28.604	30.034	30.935	31.554
		MONTHLY	4283	4497	4722	4958	**5206**	5362	5469
		ANNUAL	51396	53965	56664	59497	62472	64346	65633
T39	NE	HOURLY	24.957	26.204	27.515	28.890	30.335	31.245	31.870
		MONTHLY	4326	4542	4769	5008	**5258**	5416	5524
		ANNUAL	51910	54505	57230	60092	63096	64989	66289
T40	NE	HOURLY	25.206	26.466	27.790	29.179	30.638	31.557	32.188
		MONTHLY	4369	4588	4817	5058	**5311**	5470	5579
		ANNUAL	52429	55050	57803	60693	63727	65639	66952
T41	NE	HOURLY	25.458	26.731	28.068	29.471	30.945	31.873	32.510
		MONTHLY	4413	4633	4865	5108	**5364**	5525	5635
		ANNUAL	52953	55601	58381	61300	64365	66296	67621
T42	NE	HOURLY	25.713	26.998	28.348	29.766	31.254	32.192	32.835
		MONTHLY	4457	4680	4914	5159	**5417**	5580	5691
		ANNUAL	53482	56157	58964	61913	65008	66959	68298
T43	NE	HOURLY	25.970	27.268	28.632	30.063	31.567	32.514	33.164
		MONTHLY	4501	4727	4963	5211	**5472**	5636	5748
		ANNUAL	54017	56718	59554	62532	65658	67628	68981

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T44	NE	HOURLY	26.230	27.541	28.918	30.364	31.882	32.839	33.495
		MONTHLY	4546	4774	5012	5263	**5526**	5692	5806
		ANNUAL	54557	57285	60150	63157	66315	68304	69670
T45	NE	HOURLY	26.492	27.816	29.207	30.668	32.201	33.167	33.830
		MONTHLY	4592	4822	5063	5316	**5582**	5749	5864
		ANNUAL	55103	57858	60751	63789	66978	68987	70367
T46	NE	HOURLY	26.757	28.095	29.499	30.974	32.523	33.499	34.169
		MONTHLY	4638	4870	5113	5369	**5637**	5806	5923
		ANNUAL	55654	58437	61359	64427	67648	69677	71071
T47	NE	HOURLY	27.024	28.376	29.794	31.284	32.848	33.834	34.510
		MONTHLY	4684	4918	5164	5423	**5694**	5865	5982
		ANNUAL	56211	59021	61972	65071	68324	70374	71782
T48	NE	HOURLY	27.295	28.659	30.092	31.597	33.177	34.172	34.855
		MONTHLY	4731	4968	5216	5477	**5751**	5923	6042
		ANNUAL	56773	59611	62592	65722	69008	71078	72499
T49	NE	HOURLY	27.568	28.946	30.393	31.913	33.508	34.514	35.204
		MONTHLY	4778	5017	5268	5532	**5808**	5982	6102
		ANNUAL	57340	60207	63218	66379	69698	71789	73224
T50	NE	HOURLY	27.843	29.235	30.697	32.232	33.844	34.859	35.556
		MONTHLY	4826	5067	5321	5587	**5866**	6042	6163
		ANNUAL	57914	60810	63850	67043	70395	72506	73957
T51	NE	HOURLY	28.122	29.528	31.004	32.554	34.182	35.207	35.912
		MONTHLY	4874	5118	5374	5643	**5925**	6103	6225
		ANNUAL	58493	61418	64489	67713	71099	73232	74696
T52	NE	HOURLY	28.403	29.823	31.314	32.880	34.524	35.560	36.271
		MONTHLY	4923	5169	5428	5699	**5984**	6164	6287
		ANNUAL	59078	62032	65133	68390	71810	73964	75443
T53	NE	HOURLY	28.687	30.121	31.627	33.209	34.869	35.915	36.633
		MONTHLY	4972	5221	5482	5756	**6044**	6225	6350
		ANNUAL	59669	62652	65785	69074	72528	74703	76198
T54	NE	HOURLY	28.974	30.422	31.944	33.541	35.218	36.274	37.000
		MONTHLY	5022	5273	5537	5814	**6104**	6288	6413
		ANNUAL	60265	63279	66443	69765	73253	75451	76960
T55	NE	HOURLY	29.263	30.727	32.263	33.876	35.570	36.637	37.370
		MONTHLY	5072	5326	5592	5872	**6165**	6350	6477
		ANNUAL	60868	63911	67107	70462	73985	76205	77729
T56	NE	HOURLY	29.556	31.034	32.586	34.215	35.926	37.003	37.743
		MONTHLY	5123	5379	5648	5931	**6227**	6414	6542
		ANNUAL	61477	64551	67778	71167	74725	76967	78506

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T57	NE	HOURLY	29.852	31.344	32.911	34.557	36.285	37.373	38.121
		MONTHLY	5174	5433	5705	5990	**6289**	6478	6608
		ANNUAL	62091	65196	68456	71879	75473	77737	79291
T58	NE	HOURLY	30.150	31.658	33.241	34.903	36.648	37.747	38.502
		MONTHLY	5226	5487	5762	6050	**6352**	6543	6674
		ANNUAL	62712	65848	69140	72597	76227	78514	80084
T59	NE	HOURLY	30.452	31.974	33.573	35.252	37.014	38.125	38.887
		MONTHLY	5278	5542	5819	6110	**6416**	6608	6740
		ANNUAL	63340	66506	69832	73323	76990	79299	80885
T60	NE	HOURLY	30.756	32.294	33.909	35.604	37.384	38.506	39.276
		MONTHLY	5331	5598	5878	6171	**6480**	6674	6808
		ANNUAL	63973	67172	70530	74057	77759	80092	81694
T61	NE	HOURLY	31.064	32.617	34.248	35.960	37.758	38.891	39.669
		MONTHLY	5384	5654	5936	6233	**6545**	6741	6876
		ANNUAL	64613	67843	71235	74797	78537	80893	82511
T62	NE	HOURLY	31.374	32.943	34.590	36.320	38.136	39.280	40.065
		MONTHLY	5438	5710	5996	6295	**6610**	6809	6945
		ANNUAL	65259	68522	71948	75545	79322	81702	83336
T63	NE	HOURLY	31.688	33.273	34.936	36.683	38.517	39.673	40.466
		MONTHLY	5493	5767	6056	6358	**6676**	6877	7014
		ANNUAL	65911	69207	72667	76301	80116	82519	84170
T64	NE	HOURLY	32.005	33.605	35.286	37.050	38.902	40.069	40.871
		MONTHLY	5548	5825	6116	6422	**6743**	6945	7084
T65	NE	HOURLY	32.325	33.941	35.638	37.420	39.291	40.470	41.279
		MONTHLY	5603	5883	6177	6486	**6810**	7015	7155
		ANNUAL	67236	70598	74128	77834	81726	84178	85861
T66	NE	HOURLY	32.648	34.281	35.995	37.795	39.684	40.875	41.692
		MONTHLY	5659	5942	6239	6551	**6879**	7085	7227
		ANNUAL	67909	71304	74869	78613	82543	85020	86720
T67	NE	HOURLY	32.975	34.624	36.355	38.172	40.081	41.284	42.109
		MONTHLY	5716	6001	6301	6617	**6947**	7156	7299
		ANNUAL	68588	72017	75618	79399	83369	85870	87587
T68	NE	HOURLY	33.305	34.970	36.718	38.554	40.482	41.696	42.530
		MONTHLY	5773	6061	6365	6683	**7017**	7227	7372
		ANNUAL	69273	72737	76374	80193	84202	86728	88463
T69	NE	HOURLY	33.638	35.319	37.085	38.940	40.887	42.113	42.956
		MONTHLY	5831	6122	6428	6750	**7087**	7300	7446
		ANNUAL	69966	73465	77138	80995	85044	87596	89348

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T70	NE	HOURLY	33.974	35.673	37.456	39.329	41.296	42.534	43.385
		MONTHLY	5889	6183	6492	6817	**7158**	7373	7520
		ANNUAL	70666	74199	77909	81805	85895	88472	90241
T71	NE	HOURLY	34.314	36.029	37.831	39.722	41.709	42.960	43.819
		MONTHLY	5948	6245	6557	6885	**7229**	7446	7595
		ANNUAL	71373	74941	78688	82623	86754	89356	91144
T72	NE	HOURLY	34.657	36.390	38.209	40.120	42.126	43.389	44.257
		MONTHLY	6007	6308	6623	6954	**7302**	7521	7671
		ANNUAL	72086	75691	79475	83449	87621	90250	92055
T73	NE	HOURLY	35.003	36.754	38.591	40.521	42.547	43.823	44.700
		MONTHLY	6067	6371	6689	7024	**7375**	7596	7748
		ANNUAL	72807	76447	80270	84283	88498	91152	92976
T74	NE	HOURLY	35.353	37.121	38.977	40.926	42.972	44.262	45.147
		MONTHLY	6128	6434	6756	7094	**7449**	7672	7825
		ANNUAL	73535	77212	81073	85126	89383	92064	93905
T75	NE	HOURLY	35.707	37.492	39.367	41.335	43.402	44.704	45.598
		MONTHLY	6189	6499	6824	7165	**7523**	7749	7904
		ANNUAL	74271	77984	81883	85977	90276	92985	94844
T76	NE	HOURLY	36.064	37.867	39.761	41.749	43.836	45.151	46.054
		MONTHLY	6251	6564	6892	7236	**7598**	7826	7983
		ANNUAL	75013	78764	82702	86837	91179	93914	95793
T77	NE	HOURLY	36.425	38.246	40.158	42.166	44.274	45.603	46.515
		MONTHLY	6314	6629	6961	7309	**7674**	7904	8063
		ANNUAL	75763	79552	83529	87706	92091	94854	96751
T78	NE	HOURLY	36.789	38.628	40.560	42.588	44.717	46.059	46.980
		MONTHLY	6377	6696	7030	7382	**7751**	7984	8143
		ANNUAL	76521	80347	84364	88583	93012	95802	97718
T79	NE	HOURLY	37.157	39.015	40.965	43.014	45.164	46.519	47.450
		MONTHLY	6441	6763	7101	7456	**7828**	8063	8225
		ANNUAL	77286	81151	85208	89468	93942	96760	98695
T80	NE	HOURLY	37.528	39.405	41.375	43.444	45.616	46.985	47.924
		MONTHLY	6505	6830	7172	7530	**7907**	8144	8307
		ANNUAL	78059	81962	86060	90363	94881	97728	99682
T81	NE	HOURLY	37.904	39.799	41.789	43.878	46.072	47.454	48.403
		MONTHLY	6570	6898	7243	7606	**7986**	8225	8390
		ANNUAL	78840	82782	86921	91267	95830	98705	100679
T82	NE	HOURLY	38.283	40.197	42.207	44.317	46.533	47.929	48.887
		MONTHLY	6636	6967	7316	7682	**8066**	8308	8474
		ANNUAL	79628	83610	87790	92179	96788	99692	101686

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T83	NE	HOURLY	38.666	40.599	42.629	44.760	46.998	48.408	49.376
		MONTHLY	6702	7037	7389	7758	**8146**	8391	8559
		ANNUAL	80424	84446	88668	93101	97756	100689	102703
T84	NE	HOURLY	39.052	41.005	43.055	45.208	47.468	48.892	49.870
		MONTHLY	6769	7108	7463	7836	**8228**	8475	8644
		ANNUAL	81229	85290	89555	94032	98734	101696	103730
T85	NE	HOURLY	39.443	41.415	43.486	45.660	47.943	49.381	50.369
		MONTHLY	6837	7179	7538	7914	**8310**	8559	8731
		ANNUAL	82041	86143	90450	94973	99721	102713	104767
T86	NE	HOURLY	39.837	41.829	43.920	46.117	48.422	49.875	50.873
		MONTHLY	6905	7250	7613	7994	**8393**	8645	8818
		ANNUAL	82861	87004	91355	95922	100718	103740	105815
T87	NE	HOURLY	40.236	42.247	44.360	46.578	48.907	50.374	51.381
		MONTHLY	6974	7323	7689	8073	**8477**	8731	8906
		ANNUAL	83690	87874	92268	96882	101726	104777	106873
T88	NE	HOURLY	40.638	42.670	44.803	47.043	49.396	50.877	51.895
		MONTHLY	7044	7396	7766	8154	**8562**	8819	8995
		ANNUAL	84527	88753	93191	97850	102743	105825	107942
T89	NE	HOURLY	41.044	43.096	45.251	47.514	49.890	51.386	52.414
		MONTHLY	7114	7470	7844	8236	**8648**	8907	9085
		ANNUAL	85372	89641	94123	98829	103770	106883	109021
T90	NE	HOURLY	41.455	43.527	45.704	47.989	50.388	51.900	52.938
		MONTHLY	7185	7545	7922	8318	**8734**	8996	9176
		ANNUAL	86226	90537	95064	99817	104808	107952	110111
T91	NE	HOURLY	41.869	43.963	46.161	48.469	50.892	52.419	53.468
		MONTHLY	7257	7620	8001	8401	**8821**	9086	9268
		ANNUAL	87088	91442	96015	100815	105856	109032	111212
T92	NE	HOURLY	42.288	44.402	46.622	48.954	51.401	52.943	54.002
		MONTHLY	7330	7696	8081	8485	**8910**	9177	9360
		ANNUAL	87959	92357	96975	101823	106915	110122	112325
T93	NE	HOURLY	42.711	44.846	47.089	49.443	51.915	53.473	54.542
		MONTHLY	7403	7773	8162	8570	**8999**	9269	9454
		ANNUAL	88839	93280	97944	102842	107984	111223	113448
T94	NE	HOURLY	43.138	45.295	47.560	49.938	52.434	54.007	55.088
		MONTHLY	7477	7851	8244	8656	**9089**	9361	9549
		ANNUAL	89727	94213	98924	103870	109064	112336	114582
T95	NE	HOURLY	43.569	45.748	48.035	50.437	52.959	54.548	55.639
		MONTHLY	7552	7930	8326	8742	**9180**	9455	9644
		ANNUAL	90624	95155	99913	104909	110154	113459	115728

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T96	NE	HOURLY	44.005	46.205	48.516	50.941	53.488	56.163	57.286
		MONTHLY	7628	8009	8409	8830	**9271**	9735	9930
		ANNUAL	91530	96107	100912	105958	111256	116819	119155
T97	NE	HOURLY	44.445	46.667	49.001	51.451	54.023	55.644	56.757
		MONTHLY	7704	8089	8493	8918	**9364**	9645	9838
		ANNUAL	92446	97068	101921	107018	112368	115739	118054
T98	NE	HOURLY	44.890	47.134	49.491	51.965	54.563	56.200	57.324
		MONTHLY	7781	8170	8578	9007	**9458**	9741	9936
		ANNUAL	93370	98039	102941	108088	113492	116897	119235
T99	NE	HOURLY	45.338	47.605	49.986	52.485	55.109	56.762	57.898
		MONTHLY	7859	8252	8664	9097	**9552**	9839	10036
		ANNUAL	94304	99019	103970	109169	114627	118066	120427
T100	NE	HOURLY	45.792	48.081	50.485	53.010	55.660	57.330	58.477
		MONTHLY	7937	8334	8751	9188	**9648**	9937	10136
		ANNUAL	95247	100009	105010	110260	115773	119246	121631

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS10	NE	HOURLY	17.752	18.639	19.571	20.550	21.577	22.224	22.669
		MONTHLY	3077	3231	3392	3562	**3740.04**	3852	3929
		ANNUAL	36923	38769	40708	42743	44880	46227	47151
CS11	NE	HOURLY	17.929	18.826	19.767	20.755	21.793	22.447	22.896
		MONTHLY	3108	3263	3426	3598	**3777**	3891	3969
		ANNUAL	37293	39157	41115	43171	45329	46689	47623
CS12	NE	HOURLY	18.108	19.014	19.964	20.963	22.011	22.671	23.125
		MONTHLY	3139	3296	3461	3634	**3815**	3930	4008
		ANNUAL	37665	39549	41526	43602	45783	47156	48099
CS13	NE	HOURLY	18.289	19.204	20.164	21.172	22.231	22.898	23.356
		MONTHLY	3170	3329	3495	3670	**3853**	3969	4048
		ANNUAL	38042	39944	41941	44038	46240	47628	48580
CS14	NE	HOURLY	18.472	19.396	20.366	21.384	22.453	23.127	23.589
		MONTHLY	3202	3362	3530	3707	**3892**	4009	4089
		ANNUAL	38423	40344	42361	44479	46703	48104	49066
CS15	NE	HOURLY	18.657	19.590	20.569	21.598	22.678	23.358	23.825
		MONTHLY	3234	3396	3565	3744	**3931**	4049	4130
		ANNUAL	38807	40747	42784	44924	47170	48585	49557
CS16	NE	HOURLY	18.844	19.786	20.775	21.814	22.905	23.592	24.064
		MONTHLY	3266	3430	3601	3781	**3970**	4089	4171
		ANNUAL	39195	41155	43212	45373	47642	49071	50052
CS17	NE	HOURLY	19.032	19.984	20.983	22.032	23.134	23.828	24.304
		MONTHLY	3299	3464	3637	3819	**4010**	4130	4213
		ANNUAL	39587	41566	43644	45827	48118	49561	50553
CS18	NE	HOURLY	19.222	20.184	21.193	22.252	23.365	24.066	24.547
		MONTHLY	3332	3498	3673	3857	**4050**	4171	4255
		ANNUAL	39983	41982	44081	46285	48599	50057	51058
CS19	NE	HOURLY	19.415	20.385	21.405	22.475	23.599	24.307	24.793
		MONTHLY	3365	3533	3710	3896	**4090**	4213	4297
		ANNUAL	40382	42402	44522	46748	49085	50558	51569
CS20	NE	HOURLY	19.609	20.589	21.619	22.700	23.835	24.550	25.041
		MONTHLY	3399	3569	3747	3935	**4131**	4255	4340
		ANNUAL	40786	42826	44967	47215	49576	51063	52085
CS21	NE	HOURLY	19.805	20.795	21.835	22.927	24.073	24.795	25.291
		MONTHLY	3433	3604	3785	3974	**4173**	4298	4384
		ANNUAL	41194	43254	45417	47687	50072	51574	52605
CS22	NE	HOURLY	20.003	21.003	22.053	23.156	24.314	25.043	25.544
		MONTHLY	3467	3641	3823	4014	**4214**	4341	4428
		ANNUAL	41606	43686	45871	48164	50572	52090	53131

Effective July 2024

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Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

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CS23	NE	HOURLY	20.203	21.213	22.274	23.387	24.557	25.294	25.799
		MONTHLY	3502	3677	3861	4054	**4257**	4384	4472
		ANNUAL	42022	44123	46329	48646	51078	52611	53663
CS24	NE	HOURLY	20.405	21.425	22.496	23.621	24.802	25.546	26.057
		MONTHLY	3537	3714	3899	4094	**4299**	4428	4517
		ANNUAL	42442	44564	46793	49132	51589	53137	54199
CS25	NE	HOURLY	20.609	21.639	22.721	23.858	25.050	25.802	26.318
		MONTHLY	3572	3751	3938	4135	**4342**	4472	4562
		ANNUAL	42867	45010	47261	49624	52105	53668	54741
CS26	NE	HOURLY	20.815	21.856	22.949	24.096	25.301	26.060	26.581
		MONTHLY	3608	3788	3978	4177	**4385**	4517	4607
		ANNUAL	43295	45460	47733	50120	52626	54205	55289
CS27	NE	HOURLY	21.023	22.074	23.178	24.337	25.554	26.321	26.847
		MONTHLY	3644	3826	4018	4218	**4429**	4562	4653
		ANNUAL	43728	45915	48211	50621	53152	54747	55842
CS28	NE	HOURLY	21.234	22.295	23.410	24.580	25.809	26.584	27.115
		MONTHLY	3680	3864	4058	4261	**4474**	4608	4700
		ANNUAL	44166	46374	48693	51127	53684	55294	56400
CS29	NE	HOURLY	21.446	22.518	23.644	24.826	26.068	26.850	27.387
		MONTHLY	3717	3903	4098	4303	**4518**	4654	4747
		ANNUAL	44607	46838	49180	51639	54221	55847	56964
CS30	NE	HOURLY	21.660	22.743	23.880	25.075	26.328	27.118	27.660
		MONTHLY	3754	3942	4139	4346	**4564**	4700	4794
		ANNUAL	45053	47306	49671	52155	54763	56406	57534
CS31	NE	HOURLY	21.877	22.971	24.119	25.325	26.592	27.389	27.937
		MONTHLY	3792	3982	4181	4390	**4609**	4747	4842
		ANNUAL	45504	47779	50168	52677	55310	56970	58109
CS32	NE	HOURLY	22.096	23.200	24.360	25.579	26.857	27.663	28.216
		MONTHLY	3830	4021	4222	4434	**4655**	4795	4891
		ANNUAL	45959	48257	50670	53203	55863	57539	58690
CS33	NE	HOURLY	22.317	23.432	24.604	25.834	27.126	27.940	28.499
		MONTHLY	3868	4062	4265	4478	**4702**	4843	4940
		ANNUAL	46419	48740	51176	53735	56422	58115	59277
CS34	NE	HOURLY	22.540	23.667	24.850	26.093	27.397	28.219	28.784
		MONTHLY	3907	4102	4307	4523	**4749**	4891	4989
		ANNUAL	46883	49227	51688	54273	56986	58696	59870
CS35	NE	HOURLY	22.765	23.903	25.099	26.354	27.671	28.501	29.071
		MONTHLY	3946	4143	4350	4568	**4796**	4940	5039
		ANNUAL	47352	49719	52205	54815	57556	59283	60469

Effective July 2024

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Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

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CS36	NE	HOURLY	22.993	24.142	25.350	26.617	27.948	28.786	29.362
		MONTHLY	3985	4185	4394	4614	**4844**	4990	5089
		ANNUAL	47825	50216	52727	55364	58132	59876	61073
CS37	NE	HOURLY	23.223	24.384	25.603	26.883	28.227	29.074	29.656
		MONTHLY	4025	4227	4438	4660	**4893**	5040	5140
		ANNUAL	48303	50719	53254	55917	58713	60474	61684
CS38	NE	HOURLY	23.455	24.628	25.859	27.152	28.510	29.365	29.952
		MONTHLY	4066	4269	4482	4706	**4942**	5090	5192
		ANNUAL	48786	51226	53787	56476	59300	61079	62301
CS39	NE	HOURLY	23.690	24.874	26.118	27.424	28.795	29.659	30.252
		MONTHLY	4106	4311	4527	4753	**4991**	5141	5244
		ANNUAL	49274	51738	54325	57041	59893	61690	62924
CS40	NE	HOURLY	23.926	25.123	26.379	27.698	29.083	29.955	30.554
		MONTHLY	4147	4355	4572	4801	**5041**	5192	5296
		ANNUAL	49767	52255	54868	57612	60492	62307	63553
CS41	NE	HOURLY	24.166	25.374	26.643	27.975	29.374	30.255	30.860
		MONTHLY	4189	4398	4618	4849	**5091**	5244	5349
		ANNUAL	50265	52778	55417	58188	61097	62930	64189
CS42	NE	HOURLY	24.407	25.628	26.909	28.255	29.667	30.557	31.168
		MONTHLY	4231	4442	4664	4897	**5142**	5297	5403
		ANNUAL	50767	53306	55971	58770	61708	63559	64830
CS43	NE	HOURLY	24.651	25.884	27.178	28.537	29.964	30.863	31.480
		MONTHLY	4273	4487	4711	4946	**5194**	5350	5457
		ANNUAL	51275	53839	56531	59357	62325	64195	65479
CS44	NE	HOURLY	24.898	26.143	27.450	28.822	30.264	31.172	31.795
		MONTHLY	4316	4531	4758	4996	**5246**	5403	5511
		ANNUAL	51788	54377	57096	59951	62948	64837	66134
CS45	NE	HOURLY	25.147	26.404	27.724	29.111	30.566	31.483	32.113
		MONTHLY	4359	4577	4806	5046	**5298**	5457	5566
		ANNUAL	52306	54921	57667	60550	63578	65485	66795
CS46	NE	HOURLY	25.398	26.668	28.002	29.402	30.872	31.798	32.434
		MONTHLY	4402	4623	4854	5096	**5351**	5512	5622
		ANNUAL	52829	55470	58244	61156	64214	66140	67463
CS47	NE	HOURLY	25.652	26.935	28.282	29.696	31.181	32.116	32.758
		MONTHLY	4446	4669	4902	5147	**5405**	5567	5678
		ANNUAL	53357	56025	58826	61767	64856	66801	68137
CS48	NE	HOURLY	25.909	27.204	28.565	29.993	31.492	32.437	33.086
		MONTHLY	4491	4715	4951	5199	**5459**	5622	5735
		ANNUAL	53891	56585	59414	62385	65504	67469	68819

Effective July 2024

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CS49	NE	HOURLY	26.168	27.476	28.850	30.293	31.807	32.762	33.417
		MONTHLY	4536	4763	5001	5251	**5513**	5679	5792
		ANNUAL	54429	57151	60008	63009	66159	68144	69507
CS50	NE	HOURLY	26.430	27.751	29.139	30.596	32.125	33.089	33.751
		MONTHLY	4581	4810	5051	5303	**5568**	5735	5850
		ANNUAL	54974	57722	60609	63639	66821	68826	70202
CS51	NE	HOURLY	26.694	28.029	29.430	30.902	32.447	33.420	34.088
		MONTHLY	4627	4858	5101	5356	**5624**	5793	5909
		ANNUAL	55523	58300	61215	64275	67489	69514	70904
CS52	NE	HOURLY	26.961	28.309	29.724	31.211	32.771	33.754	34.429
		MONTHLY	4673	4907	5152	5410	**5680**	5851	5968
		ANNUAL	56079	58883	61827	64918	68164	70209	71613
CS53	NE	HOURLY	27.231	28.592	30.022	31.523	33.099	34.092	34.774
		MONTHLY	4720	4956	5204	5464	**5737**	5909	6027
		ANNUAL	56639	59471	62445	65567	68846	70911	72329
CS54	NE	HOURLY	27.503	28.878	30.322	31.838	33.430	34.433	35.121
		MONTHLY	4767	5006	5256	5519	**5795**	5968	6088
		ANNUAL	57206	60066	63069	66223	69534	71620	73053
CS55	NE	HOURLY	27.778	29.167	30.625	32.156	33.764	34.777	35.473
		MONTHLY	4815	5056	5308	5574	**5852**	6028	6149
		ANNUAL	57778	60667	63700	66885	70229	72336	73783
CS56	NE	HOURLY	28.056	29.458	30.931	32.478	34.102	35.125	35.827
		MONTHLY	4863	5106	5361	5630	**5911**	6088	6210
		ANNUAL	58356	61274	64337	67554	70932	73060	74521
CS57	NE	HOURLY	28.336	29.753	31.241	32.803	34.443	35.476	36.186
		MONTHLY	4912	5157	5415	5686	**5970**	6149	6272
		ANNUAL	58939	61886	64981	68230	71641	73790	75266
CS58	NE	HOURLY	28.620	30.051	31.553	33.131	34.787	35.831	36.547
		MONTHLY	4961	5209	5469	5743	**6030**	6211	6335
		ANNUAL	59529	62505	65630	68912	72357	74528	76019
CS59	NE	HOURLY	28.906	30.351	31.869	33.462	35.135	36.189	36.913
		MONTHLY	5010	5261	5524	5800	**6090**	6273	6398
		ANNUAL	60124	63130	66287	69601	73081	75273	76779
CS60	NE	HOURLY	29.195	30.655	32.187	33.797	35.486	36.551	37.282
		MONTHLY	5060	5313	5579	5858	**6151**	6336	6462
		ANNUAL	60725	63761	66950	70297	73812	76026	77547
CS61	NE	HOURLY	29.487	30.961	32.509	34.135	35.841	36.917	37.655
		MONTHLY	5111	5367	5635	5917	**6212**	6399	6527
		ANNUAL	61332	64399	67619	71000	74550	76786	78322

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Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS62	NE	HOURLY	29.782	31.271	32.834	34.476	36.200	37.286	38.031
		MONTHLY	5162	5420	5691	5976	**6275**	6463	6592
		ANNUAL	61946	65043	68295	71710	75295	77554	79105
CS63	NE	HOURLY	30.079	31.583	33.163	34.821	36.562	37.659	38.412
		MONTHLY	5214	5474	5748	6036	**6337**	6527	6658
		ANNUAL	62565	65694	68978	72427	76048	78330	79896
CS64	NE	HOURLY	30.380	31.899	33.494	35.169	36.927	38.035	38.796
		MONTHLY	5266	5529	5806	6096	**6401**	6593	6725
		ANNUAL	63191	66350	69668	73151	76809	79113	80695
CS65	NE	HOURLY	30.684	32.218	33.829	35.521	37.297	38.416	39.184
		MONTHLY	5319	5584	5864	6157	**6465**	6659	6792
		ANNUAL	63823	67014	70365	73883	77577	79904	81502
CS66	NE	HOURLY	30.991	32.540	34.167	35.876	37.670	38.800	39.576
		MONTHLY	5372	5640	5922	6218	**6529**	6725	6860
		ANNUAL	64461	67684	71068	74622	78353	80703	82317
CS67	NE	HOURLY	31.301	32.866	34.509	36.235	38.046	39.188	39.971
		MONTHLY	5425	5697	5982	6281	**6595**	6793	6928
		ANNUAL	65106	68361	71779	75368	79136	81510	83141
CS68	NE	HOURLY	31.614	33.194	34.854	36.597	38.427	39.580	40.371
		MONTHLY	5480	5754	6041	6343	**6661**	6860	6998
		ANNUAL	65757	69045	72497	76122	79928	82326	83972
CS69	NE	HOURLY	31.930	33.526	35.203	36.963	38.811	39.975	40.775
		MONTHLY	5535	5811	6102	6407	**6727**	6929	7068
		ANNUAL	66414	69735	73222	76883	80727	83149	84812
CS70	NE	HOURLY	32.249	33.862	35.555	37.333	39.199	40.375	41.183
		MONTHLY	5590	5869	6163	6471	**6795**	6998	7138
		ANNUAL	67078	70432	73954	77652	81534	83980	85660
CS71	NE	HOURLY	32.572	34.200	35.910	37.706	39.591	40.779	41.594
		MONTHLY	5646	5928	6224	6536	**6862**	7068	7210
		ANNUAL	67749	71137	74693	78428	82350	84820	86516
CS72	NE	HOURLY	32.897	34.542	36.269	38.083	39.987	41.187	42.010
		MONTHLY	5702	5987	6287	6601	**6931**	7139	7282
		ANNUAL	68427	71848	75440	79212	83173	85668	87382
CS73	NE	HOURLY	33.226	34.888	36.632	38.464	40.387	41.599	42.430
		MONTHLY	5759	6047	6350	6667	**7000**	7210	7355
		ANNUAL	69111	72566	76195	80005	84005	86525	88255
CS74	NE	HOURLY	33.559	35.237	36.998	38.848	40.791	42.015	42.855
		MONTHLY	5817	6108	6413	6734	**7070**	7283	7428
		ANNUAL	69802	73292	76957	80805	84845	87390	89138

Effective July 2024

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS75	NE	HOURLY	33.894	35.589	37.368	39.237	41.199	42.435	43.283
		MONTHLY	5875	6169	6477	6801	**7141**	7355	7502
		ANNUAL	70500	74025	77726	81613	85693	88264	90029
CS76	NE	HOURLY	34.233	35.945	37.742	39.629	41.611	42.859	43.716
		MONTHLY	5934	6230	6542	6869	**7213**	7429	7577
		ANNUAL	71205	74765	78504	82429	86550	89147	90930
CS77	NE	HOURLY	34.576	36.304	38.120	40.026	42.027	43.288	44.153
		MONTHLY	5993	6293	6607	6938	**7285**	7503	7653
		ANNUAL	71917	75513	79289	83253	87416	90038	91839
CS78	NE	HOURLY	34.921	36.667	38.501	40.426	42.447	43.720	44.595
		MONTHLY	6053	6356	6673	7007	**7357**	7578	7730
		ANNUAL	72636	76268	80082	84086	88290	90939	92757
CS79	NE	HOURLY	35.271	37.034	38.886	40.830	42.872	44.158	45.041
		MONTHLY	6114	6419	6740	7077	**7431**	7654	7807
		ANNUAL	73363	77031	80882	84926	89173	91848	93685
CS80	NE	HOURLY	35.623	37.404	39.275	41.238	43.300	44.599	45.491
		MONTHLY	6175	6483	6808	7148	**7505**	7731	7885
		ANNUAL	74096	77801	81691	85776	90065	92766	94622
CS81	NE	HOURLY	35.979	37.778	39.667	41.651	43.733	45.045	45.946
		MONTHLY	6236	6548	6876	7219	**7580**	7808	7964
		ANNUAL	74837	78579	82508	86633	90965	93694	95568
CS82	NE	HOURLY	36.339	38.156	40.064	42.067	44.171	45.496	46.406
		MONTHLY	6299	6614	6944	7292	**7656**	7886	8044
		ANNUAL	75586	79365	83333	87500	91875	94631	96524
CS83	NE	HOURLY	36.703	38.538	40.465	42.488	44.612	45.951	46.870
		MONTHLY	6362	6680	7014	7365	**7733**	7965	8124
		ANNUAL	76341	80159	84166	88375	92794	95577	97489
CS84	NE	HOURLY	37.070	38.923	40.869	42.913	45.058	46.410	47.338
		MONTHLY	6425	6747	7084	7438	**7810**	8044	8205
		ANNUAL	77105	80960	85008	89259	93721	96533	98464
CS85	NE	HOURLY	37.440	39.312	41.278	43.342	45.509	46.874	47.812
		MONTHLY	6490	6814	7155	7513	**7888**	8125	8287
		ANNUAL	77876	81770	85858	90151	94659	97498	99448
CS86	NE	HOURLY	37.815	39.705	41.691	43.775	45.964	47.343	48.290
		MONTHLY	6555	6882	7226	7588	**7967**	8206	8370
		ANNUAL	78655	82587	86717	91053	95605	98473	100443
CS87	NE	HOURLY	38.193	40.103	42.108	44.213	46.424	47.816	48.773
		MONTHLY	6620	6951	7299	7664	**8047**	8288	8454
		ANNUAL	79441	83413	87584	91963	96561	99458	101447

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS88	NE	HOURLY	38.575	40.504	42.529	44.655	46.888	48.295	49.260
		MONTHLY	6686	7021	7372	7740	**8127**	8371	8538
		ANNUAL	80236	84247	88460	92883	97527	100453	102462
CS89	NE	HOURLY	38.961	40.909	42.954	45.102	47.357	48.778	49.753
		MONTHLY	6753	7091	7445	7818	**8209**	8455	8624
		ANNUAL	81038	85090	89344	93812	98502	101457	103486
CS90	NE	HOURLY	39.350	41.318	43.384	45.553	47.830	49.265	50.251
		MONTHLY	6821	7162	7520	7896	**8291**	8539	8710
		ANNUAL	81848	85941	90238	94750	99487	102472	104521

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM30	E	HOURLY	31.773	33.362	35.030	36.782	38.621	39.779	40.575
		MONTHLY	5507	5783	6072	6375	**6694**	6895	7033
		ANNUAL	66089	69393	72863	76506	80331	82741	84396
MM31	E	HOURLY	32.091	33.696	35.380	37.149	39.007	40.177	40.981
		MONTHLY	5562	5841	6133	6439	**6761**	6964	7103
		ANNUAL	66749	70087	73591	77271	81134	83568	85240
MM32	E	HOURLY	32.412	34.033	35.734	37.521	39.397	40.579	41.390
		MONTHLY	5618	5899	6194	6504	**6829**	7034	7174
		ANNUAL	67417	70788	74327	78044	81946	84404	86092
MM33	E	HOURLY	32.736	34.373	36.092	37.896	39.791	40.985	41.804
		MONTHLY	5674	5958	6256	6569	**6897**	7104	7246
		ANNUAL	68091	71496	75071	78824	82765	85248	86953
MM34	E	HOURLY	33.063	34.717	36.453	38.275	40.189	41.395	42.222
		MONTHLY	5731	6018	6318	6634	**6966**	7175	7319
		ANNUAL	68772	72211	75821	79612	83593	86101	87823
MM35	E	HOURLY	33.394	35.064	36.817	38.658	40.591	41.808	42.645
		MONTHLY	5788	6078	6382	6701	**7036**	7247	7392
		ANNUAL	69460	72933	76579	80408	84429	86962	88701
MM36	E	HOURLY	33.728	35.414	37.185	39.044	40.997	42.227	43.071
		MONTHLY	5846	6139	6445	6768	**7106**	7319	7466
		ANNUAL	70154	73662	77345	81212	85273	87831	89588
MM37	E	HOURLY	34.065	35.769	37.557	39.435	41.407	42.649	43.502
		MONTHLY	5905	6200	6510	6835	**7177**	7392	7540
		ANNUAL	70856	74399	78119	82025	86126	88710	90484
MM38	E	HOURLY	34.406	36.126	37.933	39.829	41.821	43.075	43.937
		MONTHLY	5964	6262	6575	6904	**7249**	7466	7616
		ANNUAL	71564	75143	78900	82845	86987	89597	91389
MM39	E	HOURLY	34.750	36.488	38.312	40.228	42.239	43.506	44.376
		MONTHLY	6023	6325	6641	6973	**7321**	7541	7692
		ANNUAL	72280	75894	79689	83673	87857	90493	92303
MM40	E	HOURLY	35.098	36.852	38.695	40.630	42.661	43.941	44.820
		MONTHLY	6084	6388	6707	7043	**7395**	7616	7769
		ANNUAL	73003	76653	80486	84510	88736	91398	93226
MM41	E	HOURLY	35.449	37.221	39.082	41.036	43.088	44.381	45.268
		MONTHLY	6144	6452	6774	7113	**7469**	7693	7846
		ANNUAL	73733	77420	81291	85355	89623	92312	94158
MM42	E	HOURLY	35.803	37.593	39.473	41.446	43.519	44.824	45.721
		MONTHLY	6206	6516	6842	7184	**7543**	7770	7925
		ANNUAL	74470	78194	82104	86209	90519	93235	95099
MM43	E	HOURLY	36.161	37.969	39.868	41.861	43.954	45.273	46.178
		MONTHLY	6268	6581	6910	7256	**7619**	7847	8004
		ANNUAL	75215	78976	82925	87071	91424	94167	96050

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

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM44	E	HOURLY	36.523	38.349	40.266	42.280	44.394	45.725	46.640
		MONTHLY	6331	6647	6979	7328	**7695**	7926	8084
		ANNUAL	75967	79766	83754	87941	92339	95109	97011
MM45	E	HOURLY	36.888	38.732	40.669	42.702	44.837	46.183	47.106
		MONTHLY	6394	6714	7049	7402	**7772**	8005	8165
		ANNUAL	76727	80563	84591	88821	93262	96060	97981
MM46	E	HOURLY	37.257	39.120	41.076	43.129	45.286	46.644	47.577
		MONTHLY	6458	6781	7120	7476	**7850**	8085	8247
		ANNUAL	77494	81369	85437	89709	94195	97020	98961
MM47	E	HOURLY	37.629	39.511	41.486	43.561	45.739	47.111	48.053
		MONTHLY	6522	6849	7191	7551	**7928**	8166	8329
		ANNUAL	78269	82182	86292	90606	95137	97991	99950
MM48	E	HOURLY	38.006	39.906	41.901	43.996	46.196	47.582	48.534
		MONTHLY	6588	6917	7263	7626	**8007**	8248	8412
		ANNUAL	79052	83004	87155	91512	96088	98971	100950
MM49	E	HOURLY	38.386	40.305	42.320	44.436	46.658	48.058	49.019
		MONTHLY	6654	6986	7336	7702	**8087**	8330	8497
		ANNUAL	79842	83834	88026	92427	97049	99960	101959
MM50	E	HOURLY	38.770	40.708	42.743	44.881	47.125	48.538	49.509
		MONTHLY	6720	7056	7409	7779	**8168**	8413	8582
		ANNUAL	80641	84673	88906	93352	98019	100960	102979
MM51	E	HOURLY	39.157	41.115	43.171	45.329	47.596	49.024	50.004
		MONTHLY	6787	7127	7483	7857	**8250**	8497	8667
		ANNUAL	81447	85519	89795	94285	98999	101969	104009
MM52	E	HOURLY	39.549	41.526	43.603	45.783	48.072	49.514	50.504
		MONTHLY	6855	7198	7558	7936	**8332**	8582	8754
		ANNUAL	82262	86375	90693	95228	99989	102989	105049
MM53	E	HOURLY	39.944	41.942	44.039	46.241	48.553	50.009	51.009
		MONTHLY	6924	7270	7633	8015	**8416**	8668	8842
		ANNUAL	83084	87238	91600	96180	100989	104019	106099
MM54	E	HOURLY	40.344	42.361	44.479	46.703	49.038	50.509	51.519
		MONTHLY	6993	7343	7710	8095	**8500**	8755	8930
		ANNUAL	83915	88111	92516	97142	101999	105059	107160
MM55	E	HOURLY	40.747	42.785	44.924	47.170	49.528	51.014	52.035
		MONTHLY	7063	7416	7787	8176	**8585**	8842	9019
		ANNUAL	84754	88992	93441	98114	103019	106110	108232
MM56	E	HOURLY	41.155	43.212	45.373	47.642	50.024	51.524	52.555
		MONTHLY	7133	7490	7865	8258	**8671**	8931	9110
		ANNUAL	85602	89882	94376	99095	104049	107171	109314
MM57	E	HOURLY	41.566	43.645	45.827	48.118	50.524	52.040	53.080
		MONTHLY	7205	7565	7943	8340	**8757**	9020	9201
		ANNUAL	86458	90781	95320	100086	105090	108243	110407
MM58	E	HOURLY	41.982	44.081	46.285	48.599	51.029	52.560	53.611
		MONTHLY	7277	7641	8023	8424	**8845**	9110	9293
		ANNUAL	87322	91688	96273	101086	106141	109325	111512
MM59	E	HOURLY	42.402	44.522	46.748	49.085	51.540	53.086	54.147
		MONTHLY	7350	7717	8103	8508	**8934**	9202	9386
		ANNUAL	88196	92605	97236	102097	107202	110418	112627
MM60	E	HOURLY	42.826	44.967	47.215	49.576	52.055	53.617	54.689
		MONTHLY	7423	7794	8184	8593	**9023**	9294	9479
		ANNUAL	89077	93531	98208	103118	108274	111522	113753

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Emplolyee Units Included:
Redlands Association of Mid-Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM61	E	HOURLY	43.254	45.417	47.687	50.072	52.575	54.153	55.236
		MONTHLY	7497	7872	8266	8679	**9113**	9386	9574
		ANNUAL	89968	94467	99190	104149	109357	112638	114890
MM62	E	HOURLY	43.686	45.871	48.164	50.573	53.101	54.694	55.788
		MONTHLY	7572	7951	8348	8766	**9204**	9480	9670
		ANNUAL	90868	95411	100182	105191	110451	113764	116039
MM63	E	HOURLY	44.123	46.330	48.646	51.078	53.632	55.241	56.346
		MONTHLY	7648	8030	8432	8854	**9296**	9575	9767
		ANNUAL	91777	96365	101184	106243	111555	114902	117200
MM64	E	HOURLY	44.565	46.793	49.132	51.589	54.169	55.794	56.909
		MONTHLY	7725	8111	8516	8942	**9389**	9671	9864
		ANNUAL	92694	97329	102196	107305	112671	116051	118372
MM65	E	HOURLY	45.010	47.261	49.624	52.105	54.710	56.352	57.479
		MONTHLY	7802	8192	8601	9032	**9483**	9768	9963
		ANNUAL	93621	98302	103217	108378	113797	117211	119555
MM66	E	HOURLY	45.460	47.733	50.120	52.626	55.257	56.915	58.053
		MONTHLY	7880	8274	8687	9122	**9578**	9865	10063
		ANNUAL	94558	99285	104250	109462	114935	118383	120751
MM67	E	HOURLY	45.915	48.211	50.621	53.152	55.810	57.484	58.634
		MONTHLY	7959	8357	8774	9213	**9674**	9964	10163
		ANNUAL	95503	100278	105292	110557	116085	119567	121958
MM68	E	HOURLY	46.374	48.693	51.127	53.684	56.368	58.059	59.220
		MONTHLY	8038	8440	8862	9305	**9770**	10064	10265
		ANNUAL	96458	101281	106345	111662	117245	120763	123178
MM69	E	HOURLY	46.838	49.180	51.639	54.221	56.932	58.640	59.812
		MONTHLY	8119	8524	8951	9398	**9868**	10164	10367
		ANNUAL	97423	102294	107409	112779	118418	121970	124410
MM70	E	HOURLY	47.306	49.672	52.155	54.763	57.501	59.226	60.411
		MONTHLY	8200	8610	9040	9492	**9967**	10266	10471
		ANNUAL	98397	103317	108483	113907	119602	123190	125654
MM71	E	HOURLY	47.779	50.168	52.677	55.310	58.076	59.818	61.015
		MONTHLY	8282	8696	9131	9587	**10067**	10369	10576
		ANNUAL	99381	104350	109567	115046	120798	124422	126910
MM72	E	HOURLY	48.257	50.670	53.203	55.864	58.657	60.416	61.625
		MONTHLY	8365	8783	9222	9683	**10167**	10472	10682
		ANNUAL	100375	105393	110663	116196	122006	125666	128180
MM73	E	HOURLY	48.740	51.177	53.735	56.422	59.243	61.021	62.241
		MONTHLY	8448	8871	9314	9780	**10269**	10577	10788
		ANNUAL	101378	106447	111770	117358	123226	126923	129461
MM74	E	HOURLY	49.227	51.688	54.273	56.986	59.836	61.631	62.863
		MONTHLY	8533	8959	9407	9878	**10372**	10683	10896
		ANNUAL	102392	107512	112887	118532	124458	128192	130756
MM75	E	HOURLY	49.719	52.205	54.816	57.556	60.434	62.247	63.492
		MONTHLY	8618	9049	9501	9976	**10475**	10790	11005
		ANNUAL	103416	108587	114016	119717	125703	129474	132064
MM76	E	HOURLY	50.217	52.727	55.364	58.132	61.038	62.870	64.127
		MONTHLY	8704	9139	9596	10076	**10580**	10897	11115
		ANNUAL	104450	109673	115156	120914	126960	130769	133384
MM77	E	HOURLY	50.719	53.255	55.917	58.713	61.649	63.498	64.768
		MONTHLY	8791	9231	9692	10177	**10686**	11006	11227
		ANNUAL	105495	110770	116308	122123	128230	132077	134718

Effective July 2024
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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM78	E	HOURLY	51.226	53.787	56.477	59.300	62.265	64.133	65.416
		MONTHLY	8879	9323	9789	10279	**10793**	11116	11339
		ANNUAL	106550	111877	117471	123345	129512	133397	136065
MM79	E	HOURLY	51.738	54.325	57.041	59.893	62.888	64.775	66.070
		MONTHLY	8968	9416	9887	10382	**10901**	11228	11452
		ANNUAL	107615	112996	118646	124578	130807	134731	137426
MM80	E	HOURLY	52.255	54.868	57.612	60.492	63.517	65.422	66.731
		MONTHLY	9058	9511	9986	10485	**11010**	11340	11567
		ANNUAL	108691	114126	119832	125824	132115	136079	138800
MM81	E	HOURLY	52.778	55.417	58.188	61.097	64.152	66.077	67.398
		MONTHLY	9148	9606	10086	10590	**11120**	11453	11682
		ANNUAL	109778	115267	121031	127082	133436	137439	140188
MM82	E	HOURLY	53.306	55.971	58.770	61.708	64.794	66.737	68.072
		MONTHLY	9240	9702	10187	10696	**11231**	11568	11799
		ANNUAL	110876	116420	122241	128353	134771	138814	141590
MM83	E	HOURLY	53.839	56.531	59.357	62.325	65.442	67.405	68.753
		MONTHLY	9332	9799	10289	10803	**11343**	11683	11917
		ANNUAL	111985	117584	123463	129637	136118	140202	143006
MM84	E	HOURLY	54.377	57.096	59.951	62.948	66.096	68.079	69.440
		MONTHLY	9425	9897	10391	10911	**11457**	11800	12036
		ANNUAL	113105	118760	124698	130933	137480	141604	144436
MM85	E	HOURLY	54.921	57.667	60.550	63.578	66.757	68.760	70.135
		MONTHLY	9520	9996	10495	11020	**11571**	11918	12157
		ANNUAL	114236	119948	125945	132242	138854	143020	145880
MM86	E	HOURLY	55.470	58.244	61.156	64.214	67.424	69.447	70.836
		MONTHLY	9615	10096	10600	11130	**11687**	12038	12278
		ANNUAL	115378	121147	127204	133565	140243	144450	147339
MM87	E	HOURLY	56.025	58.826	61.768	64.856	68.099	70.142	71.544
		MONTHLY	9711	10197	10706	11242	**11804**	12158	12401
		ANNUAL	116532	122359	128476	134900	141645	145895	148813
MM88	E	HOURLY	56.585	59.414	62.385	65.504	68.780	70.843	72.260
		MONTHLY	9808	10299	10813	11354	**11922**	12279	12525
		ANNUAL	117697	123582	129761	136249	143062	147354	150301
MM89	E	HOURLY	57.151	60.009	63.009	66.160	69.467	71.552	72.983
		MONTHLY	9906	10401	10922	11468	**12041**	12402	12650
		ANNUAL	118874	124818	131059	137612	144492	148827	151804
MM90	E	HOURLY	57.723	60.609	63.639	66.821	70.162	72.267	73.712
		MONTHLY	10005	10506	11031	11582	**12161**	12526	12777
		ANNUAL	120063	126066	132369	138988	145937	150315	153322

Effective July 2024
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Employee Units Included:
Redlands Professional Firefighters Association
Redlands Association of Fire Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5	6 (Longevity 14 Years)	7 (Longevity 19 years)
Firefighter (24 hour days)	F50	NE	HOURLY	25.621	26.902	28.247	29.659	31.142	32.076	33.680	34.691
			MONTHLY	6217	6528	6855	7197	**7557.18**	7784	8173	8418
			ANNUAL	74608	78338	82255	86368	90686	93407	98077	101019
Fire Engineer (24 hour days)	F55	NE	HOURLY	30.204	31.714	33.300	34.965	36.713	37.815	39.705	40.897
			MONTHLY	7330	7696	8081	8485	**8909.10**	9176	9635	9924
			ANNUAL	87954	92352	96970	101818	106909	110116	115622	119091
Fire Captain (24 hour days)	F60	NE	HOURLY	35.357	37.125	38.981	40.930	42.976	44.266	46.479	47.873
			MONTHLY	8580	9009	9459	9932	**10428.92**	10742	11279	11617
			ANNUAL	102959	108107	113512	119188	125147	128901	135347	139407
Battalion Chief (40 hour week)	F79	E	HOURLY	64.293	67.507	70.883	74.427	78.148	80.493	84.517	87.053
			MONTHLY	11144	11701	12286	12901	**13545.71**	13952	14650	15089
			ANNUAL	133729	140416	147436	154808	162549	167425	175796	181070
Battalion Chief (56 hour week)	F80	NE	HOURLY	45.923	48.220	50.631	53.162	55.820	57.495	60.370	62.181
			MONTHLY	11144	11701	12286	12901	**13545.71**	13952	14650	15089
			ANNUAL	133729	140416	147436	154808	162549	167425	175796	181070
Deputy Fire Chief (40 hour week)	F85	E	HOURLY	80.366	84.384	88.604	93.034	97.685	100.616	105.647	108.816
			MONTHLY	13930	14627	15358	16126	**16932.15**	17440	18312	18861
			ANNUAL	167161	175520	184296	193510	203186	209281	219745	226338

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

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	38.382	40.301	42.316	44.432	46.653	48.986	50.455
		MONTHLY	6653	6985	7335	7701	**8087**	8491	8746
		ANNUAL	79834	83826	88017	92418	97039	101891	104947
Police Corporal	P64	HOURLY	43.339	45.506	47.781	50.171	52.679	55.313	56.972
		MONTHLY	7512	7888	8282	8696	**9131**	9588	9875
		ANNUAL	90146	94653	99385	104355	109572	115051	118503
Police Sergeant	P70	HOURLY	51.676	54.260	56.973	59.821	62.812	65.953	67.932
		MONTHLY	8957	9405	9875	10369	**10887**	11432	11775
		ANNUAL	107486	112860	118503	124428	130650	137182	141298
Police Commander	P81	HOURLY	70.925	74.471	78.195	82.104	86.210	90.520	
		MONTHLY	12294	12908	13554	14231	**14943**	15690	
		ANNUAL	147524	154900	162645	170777	179316	188282	
Deputy Chief	P85	HOURLY	80.356	84.373	88.592	93.022	97.673	102.556	
		MONTHLY	13928	14625	15356	16124	**16930**	17776	
		ANNUAL	167140	175497	184272	193485	203160	213317	

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

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M65		HOURLY	39.928	41.925	44.021	46.222	48.533	49.989	50.989
		MONTHLY	6921	7267	7630	8012	**8412.38**	8665	8838
		ANNUAL	83051	87203	91563	96141	100949	103977	106057
M66		HOURLY	40.926	42.973	45.121	47.377	49.746	51.239	52.263
		MONTHLY	7094	7449	7821	8212	**8623**	8881	9059
		ANNUAL	85127	89383	93852	98545	103472	106576	108708
M67		HOURLY	41.950	44.047	46.249	48.562	50.990	52.520	53.570
		MONTHLY	7271	7635	8017	8417	**8838**	9103	9285
		ANNUAL	87255	91618	96199	101009	106059	109241	111426
M68		HOURLY	42.998	45.148	47.406	49.776	52.265	53.833	54.909
		MONTHLY	7453	7826	8217	8628	**9059**	9331	9518
		ANNUAL	89436	93908	98604	103534	108711	111972	114211
M69		HOURLY	44.073	46.277	48.591	51.020	53.571	55.178	56.282
		MONTHLY	7639	8021	8422	8844	**9286**	9564	9756
		ANNUAL	91672	96256	101069	106122	111428	114771	117067
M70		HOURLY	45.175	47.434	49.806	52.296	54.911	56.558	57.689
		MONTHLY	7830	8222	8633	9065	**9518**	9803	9999
		ANNUAL	93964	98662	103595	108775	114214	117640	119993
M71		HOURLY	46.304	48.620	51.051	53.603	56.283	57.972	59.131
		MONTHLY	8026	8427	8849	9291	**9756**	10048	10249
		ANNUAL	96313	101129	106185	111495	117069	120581	122993
M72		HOURLY	47.462	49.835	52.327	54.943	57.690	59.421	60.610
		MONTHLY	8227	8638	9070	9523	**10000**	10300	10506
		ANNUAL	98721	103657	108840	114282	119996	123596	126068
M73		HOURLY	48.649	51.081	53.635	56.317	59.133	60.907	62.125
		MONTHLY	8432	8854	9297	9762	**10250**	10557	10768
		ANNUAL	101189	106249	111561	117139	122996	126686	129220
M74		HOURLY	49.865	52.358	54.976	57.725	60.611	62.429	63.678
		MONTHLY	8643	9075	9529	10006	**10506**	10821	11038
		ANNUAL	103719	108905	114350	120068	126071	129853	132450
M75		HOURLY	51.111	53.667	56.350	59.168	62.126	63.990	65.270
		MONTHLY	8859	9302	9767	10256	**10769**	11092	11313
		ANNUAL	106312	111627	117209	123069	129223	133099	135761
M76		HOURLY	52.389	55.009	57.759	60.647	63.679	65.590	66.902
		MONTHLY	9081	9535	10012	10512	**11038**	11369	11596
		ANNUAL	108970	114418	120139	126146	132453	136427	139155

Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M77		HOURLY	53.699	56.384	59.203	62.163	65.271	67.230	68.574
		MONTHLY	9308	9773	10262	10775	**11314**	11653	11886
		ANNUAL	111694	117279	123142	129300	135765	139838	142634
M78		HOURLY	55.041	57.794	60.683	63.717	66.903	68.910	70.289
		MONTHLY	9541	10018	10518	11044	**11597**	11944	12183
		ANNUAL	114486	120211	126221	132532	139159	143333	146200
M79		HOURLY	56.417	59.238	62.200	65.310	68.576	70.633	72.046
		MONTHLY	9779	10268	10781	11320	**11886**	12243	12488
		ANNUAL	117348	123216	129377	135845	142638	146917	149855
M80		HOURLY	57.828	60.719	63.755	66.943	70.290	72.399	73.847
		MONTHLY	10024	10525	11051	11603	**12184**	12549	12800
		ANNUAL	120282	126296	132611	139242	146204	150590	153601
M81		HOURLY	59.274	62.237	65.349	68.617	72.047	74.209	75.693
		MONTHLY	10274	10788	11327	11894	**12488**	12863	13120
		ANNUAL	123289	129454	135926	142723	149859	154354	157442
M82		HOURLY	60.755	63.793	66.983	70.332	73.849	76.064	77.585
		MONTHLY	10531	11057	11610	12191	**12800**	13184	13448
		ANNUAL	126371	132690	139324	146291	153605	158213	161378
M83		HOURLY	62.274	65.388	68.657	72.090	75.695	77.966	79.525
		MONTHLY	10794	11334	11901	12496	**13120**	13514	13784
		ANNUAL	129531	136007	142808	149948	157445	162169	165412
M84		HOURLY	63.831	67.023	70.374	73.893	77.587	79.915	81.513
		MONTHLY	11064	11617	12198	12808	**13448**	13852	14129
		ANNUAL	132769	139407	146378	153697	161381	166223	169547
M85		HOURLY	65.427	68.698	72.133	75.740	79.527	81.913	83.551
		MONTHLY	11341	11908	12503	13128	**13785**	14198	14482
		ANNUAL	136088	142893	150037	157539	165416	170378	173786
M86		HOURLY	67.063	70.416	73.937	77.633	81.515	83.961	85.640
		MONTHLY	11624	12205	12816	13456	**14129**	14553	14844
		ANNUAL	139490	146465	153788	161477	169551	174638	178131
M87		HOURLY	68.739	72.176	75.785	79.574	83.553	86.060	87.781
		MONTHLY	11915	12511	13136	13793	**14483**	14917	15215
		ANNUAL	142978	150126	157633	165514	173790	179004	182584
M88		HOURLY	70.458	73.981	77.680	81.564	85.642	88.211	89.975
		MONTHLY	12213	12823	13464	14138	**14845**	15290	15596
		ANNUAL	146552	153880	161574	169652	178135	183479	187149

Effective July 2024

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

Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M89		HOURLY	72.219	75.830	79.622	83.603	87.783	90.416	92.225
		MONTHLY	12518	13144	13801	14491	**15216**	15672	15986
		ANNUAL	150216	157727	165613	173894	182588	188066	191827
M90		HOURLY	74.025	77.726	81.612	85.693	89.977	92.677	94.530
		MONTHLY	12831	13472	14146	14853	**15596**	16064	16385
		ANNUAL	153971	161670	169753	178241	187153	192768	196623
M91		HOURLY	75.875	79.669	83.652	87.835	92.227	94.994	96.893
		MONTHLY	13152	13809	14500	15225	**15986**	16466	16795
		ANNUAL	157820	165712	173997	182697	191832	197587	201538
M92		HOURLY	77.772	81.661	85.744	90.031	94.532	97.368	99.316
		MONTHLY	13480	14155	14862	15605	**16386**	16877	17215
		ANNUAL	161766	169854	178347	187264	196628	202526	206577
M93		HOURLY	79.716	83.702	87.887	92.282	96.896	99.803	101.799
		MONTHLY	13818	14508	15234	15995	**16795**	17299	17645
		ANNUAL	165810	174101	182806	191946	201543	207590	211741
M94		HOURLY	81.709	85.795	90.085	94.589	99.318	102.298	104.344
		MONTHLY	14163	14871	15615	16395	**17215**	17732	18086
		ANNUAL	169955	178453	187376	196745	206582	212779	217035
M95		HOURLY	83.752	87.940	92.337	96.953	101.801	104.855	106.952
		MONTHLY	14517	15243	16005	16805	**17646**	18175	18538
		ANNUAL	174204	182914	192060	201663	211746	218099	222461
M96		HOURLY	85.846	90.138	94.645	99.377	104.346	107.477	109.626
		MONTHLY	14880	15624	16405	17225	**18087**	18629	19002
		ANNUAL	178559	187487	196862	206705	217040	223551	228022
M97		HOURLY	87.992	92.392	97.011	101.862	106.955	110.163	112.367
		MONTHLY	15252	16015	16815	17656	**18539**	19095	19477
		ANNUAL	183023	192175	201783	211872	222466	229140	233723
M98		HOURLY	90.192	94.701	99.436	104.408	109.629	112.918	115.176
		MONTHLY	15633	16415	17236	18097	**19002**	19572	19964
		ANNUAL	187599	196979	206828	217169	228028	234869	239566
M99		HOURLY	92.447	97.069	101.922	107.018	112.369	115.741	118.055
		MONTHLY	16024	16825	17667	18550	**19477**	20062	20463
		ANNUAL	192289	201903	211999	222598	233728	240740	245555
M100		HOURLY	94.758	99.496	104.470	109.694	115.179	118.634	121.007
		MONTHLY	16425	17246	18108	19014	**19964**	20563	20974
		ANNUAL	197096	206951	217299	228163	239572	246759	251694

Effective July 2024

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

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	15,926	19,359
04 - Director, Management Services	15,926	19,359
04 - Director, Facilities and Community Services	15,926	19,359
04 - Director, Human Resources/Risk Management	15,926	19,359
05 - Director, Municipal Utilities and Engineering	16,733	20,340
06 - Assistant City Manager	16,980	21,241
07 - Fire Chief	17,900	23,650
08 - Police Chief	20,196	28,050

Salary Schedule (C)

Range	Minimum Monthly Salary	Maximum Monthly Salary
C1 - Library Director	11,091	15,815
C2 - City Attorney	19,449	24,131
C3 - City Manager	23,750	29,166

City of Redlands

Part Time Hourly Rate Schedule
Effective July 8, 2024

Classification Title		Hourly Rate
Administrative Assistant		23.51
Adult Literacy Assistant		19.50
Background Investigator I/II	30.00	35.00
Camera Operator		16.95
Cemetery Aide		16.00
Community Service Officer I/II	23.92	25.91
IT/GIS Intern		16.00
Library Page		16.00
Library Clerk		17.79
Library Specialist		21.07
Maintenance Worker		21.50
Museum Attendant		16.00
Planning Intern		16.00
Program Aide		17.79

City Council Meeting **I. 14.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase with Crown Castle for dark fiber service in the amount of $2,250 per month, totaling $135,000 over five years (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve a sole source purchase with Crown Castle for dark fiber service in the amount of $2,250 per month, totaling $135,000 over five years.

RECOMMENDATION:

Staff recommends that the City Council approve the sole source purchase with Crown Castle for dark fiber service in the amount of $2,250 per month, totaling $135,000 for five years to enhance security and control of the city's backbone network connectivity.

DISCUSSION:

The City's IT team is considering options to enhance its telecommunications infrastructure to support its growing operational needs. As part of this effort, the potential purchase of dark fiber has emerged as a strategic opportunity. Dark fiber refers to unused or underutilized fiber optic cables that can be leased or purchased for exclusive use by an organization. Unlike traditional leased lines, dark fiber provides greater control, scalability, and potential cost savings over time.

Some of the benefits of using dark fiber for network connectivity include:

1. Enhanced Security and Control:
    - Leasing dark fiber would provide Redlands with dedicated and exclusive use of the fiber optic infrastructure. This exclusivity enhances security by minimizing the risk of interception or data breaches that can occur in shared network environments.

2. Scalability and Future-Proofing:
    - Dark fiber offers scalability that is unmatched by traditional leased lines. As Redlands expands its operations and data demands, the capacity of dark fiber can be easily scaled up without the need for significant infrastructure investments.

3. Control Over Network Performance:
    - With dark fiber, Redlands gains control over network performance and reliability. This control allows for optimization of network configurations and ensures that critical business operations are supported without interruptions or delays.

4. Support for Innovation and Advanced Services:
    - The dedicated nature of dark fiber facilitates the deployment of advanced telecommunications services, such as high-speed internet access, cloud computing, and data center connectivity. These capabilities support Redlands' innovation agenda and enable the adoption of emerging technologies.

These services are only available through Crown Castle, making this a sole source procurement. Only Crown Castle can provide the dark fiber service on its network infrastructure equipment. The City has an existing master service agreement with Crown Castle, which was initially established when the company operated under the name Sunesys. The City has used these dark fiber services for many years in order to operate the Police Department's camera network.

Adding these services will not only optimize the telecommunications infrastructure that underlies the City's information technology networks but will also transform how we connect the City's various sites. Currently, we use costly wide-area-network (WAN) services from Frontier to connect sites with limited speeds. With the purchase of new network equipment and firewalls together with these dark fiber services, we will be able to connect sites at 25-times the speed and can eventually cancel these WAN services. The cost savings from this transition will be repurposed for redundant internet connections, following best practices for a reliable network.

ALTERNATIVES:

City Council may choose to reject, modify or table the proposed purchase.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	27,000
Budgeted Y/N:	Y
Account No.:	604900

Discussion:

The total cost of the five-year agreement is $135,000, and represents an annual amount of $27,000. Funding for this service is included in the IT Division's budget for FY 2025 and FY 2026. Subsequent funding requests will be included in future budget years.

Attachments

Crown Castle Order Form
Crown Castle Sole Source

CROWN CASTLE

Order Form

Order Type: New
SO # 2024-123326

Licensee or Customer Contact Detail

Licensee or Customer	**CITY OF REDLANDS**			
Address & Contact	**Address**	35 CAJON ST		
	City, State	REDLANDS, CA 92373		
	Phone	(909) 335-7082	**Fax**	(000) 000-0000
Billing Address & Contact	**Name**	SUN: CITY OF REDLANDS (303439)	**Email**	dgarcia@cityofredlands.org
	Billing Address	PO Box 3005	**Phone**	-
	City, State	REDLANDS, CA 92373	**Fax**	
Technical Contact	**Name**	Allen Fincher	**Primary Phone**	9093077302
	E-mail	afincher@cityofredlands.org	**Alternate Phone**	

Product Detail

Dark Fiber	**# Fibers**	2	**Estimated Route Miles**	4.46	**Estim. Fiber Miles**	8.92
	Product Type	**Point to Point**				
	MRC	**$2,250.00**	**NRC**	**$0.00**		
	Install Lead Time	**180 Days**				
Location A	300 E State St, 1st Floor, Redlands, CA 92373					
Location Z	1270 W Park Ave, 1st Floor, Redlands, CA 92373					

Order Summary

Pricing & Contract Terms	**Salesperson**	Monica Parker	**Term (Months)**	60
	Client Service Mgr	Joseph Rostomian		
	Order Contact	Allen Fincher	**Contact Email**	afincher@cityofredlands.org

	NRC *	MRC*
Dark Fiber	$0.00	$2,250.00
Total	**$0.00**	**$2,250.00**

*Pricing shown does not reflect applicable taxes and fees.

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated **10/18/2011** ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 5.1" available at https://www.crowncastle.com/terms-and-conditions ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

	Licensee or Customer	Company or Provider
	CITY OF REDLANDS	**Crown Castle Fiber LLC**
Signature		
Name/Title		
Date		

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 07/29/2024

TO: Purchasing Division

FROM: Management Services-DoIT

Purchase Requisition # _____

Estimated Total Cost: $ 135,000.00

Proposed Vendor: Crown Castle

Request Term: 5-Year/60month Agreement

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.

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INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☒ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☒ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Please see Attachment

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3. Was an evaluation of other equipment, products, or services performed?

☐ Yes ■ No

***If yes, please explain the type of evaluation performed and provide all supporting documentation*:**

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. Explain what action(s) the department would take if the sole/single source services were no longer available

The IT department would need to seek and evaluate other like services for efficacy and reliability. IT would discuss the necessary features and functions that are needed and compile a list that were previously offered by Crown Castle Dark Fiber. IT would then work with vendors and evaluate using the best value method and take the required actions for approval.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

gabriela gonzalez — 07 / 29 / 2024

Prepared by — Date

07 / 29 / 2024

Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Doc ID: 133adbf86e3bc2e1b73ec13d6c146502b17da488

Crown Castle
8020 Katy Freeway
Houston, TX 77024

July 26, 2024

Allen Fincher
City of Redlands
35 Cajon Street
Redlands, CA 92373

Dear Mr. Fincher,

This letter is to acknowledge and confirm that only Crown Castle Fiber LLC can provide the Dark Fiber service on its network infrastructure equipment. The Dark Fiber service will be governed by the terms and conditions detailed in the respective Order Form and under the Master Agreement between the parties.

Crown Castle owns the cable in which the fibers are located and solely knows and maintains the fiber cable network for safety and security reasons. As others do not have knowledge of the fiber cable network and are not permitted to access the fiber optic cables, there are no other entities that could provide the services that Crown Castle provides to the City of Redlands under the Order Form and governing Master Agreement.

Sincerely,

Idris Ayeni
Attorney – Fiber
idris.ayeni@crowncastle.com

City Council Meeting **I. 15.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an intergovernmental purchase of new next-generation firewalls for network security enhancements from Sidepath in the amount of $81,142.39 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve an intergovernmental purchase of new next-generation firewalls for network security enhancements from Sidepath in the amount of $81,142.39.

RECOMMENDATION:

Staff recommends that the City Council approve an intergovernmental purchase of new next-generation firewalls for network security enhancements from Sidepath for a term of three years, effective September 3, 2024, in the amount of $81,142.39.

DISCUSSION:

The City's existing firewall systems have been in operation for many years and have served the City well. However, with increasing threats, and growth of our network infrastructure, the need to replace the City's aged firewalls is necessary. The current systems are facing performance bottlenecks, and the existing firewalls lack the ability to support advanced features required for modern threats, which poses a risk to our network security.

Staff followed the City's procurement guidelines by examining and selecting an existing competitively-bid cooperative contract agreement with the National

Association of State Procurement Officials (NASPO) ValuePoint. NASPO is a non-profit association made up of the directors of the central purchasing offices of the 50 states, District of Columbia and territories of the United States. By utilizing the NASPO ValuePoint cooperative purchasing, the City is able to benefit from the combined purchasing power of more than 50,000 government, educational, and non-profit organizations. The purpose of these cooperative contract programs enabled the City to take advantage of preferred pricing and administrative efficiencies. Based on staff's assessment, the hardware and equipment proposed for purchase are recommended to be sourced through this cooperative purchasing agreement.

ALTERNATIVES:

City Council may choose to reject, modify, or table the proposed purchase. However, the purchase is recommended in order to ensure the City’s network firewalls keep up with today's cyber threats.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	FY2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$81,142.39
Budgeted Y/N:	Y
Account No.:	604900

Discussion:

Sufficient funding for this purchase is included in the Management Services / IT Division's budget for FY 2024-25.

Attachments

Firewall Quote
Cooperative and Intergovernmental Form
NASPO Master Contract
NASPO Addendum
NASPO Procurement Documents

sidepath

Quotation

22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949)748-8706
www.sidepath.com

Date: 06/26/24
Quotation #: SIDQ49230-01
Valid Until: 07/11/24
Prepared By: Kristen Norem
Project ID: SIDPROJECT46136

Bill To:

City of Redlands
Attn: Allen Fincher
35 Cajon Street
Redlands, CA 92373

Phone: 909) 307-7302
Email: afincher@cityofredlands.org

Ship To:

City of Redlands
Attn: Allen Fincher
35 Cajon Street
Redlands, CA 92373

Phone: 909) 307-7302
Email: afincher@cityofredlands.org

Qty	Item Code	Description	Unit Price	Ext. Price
NASPO Master Contract AR2472 - Contract Number: 7-17-70-40-05				
PA-440 + Core Security 10 Sites | 3 Year				
12	PAN-PA-440	Palo Alto Networks PA-440	$1,102.59	$13,231.08
12	PAN-SVC-PREM-440-3YR	PA-440, Premium support, 3 years (36 months), term.	$726.75	$8,721.00
12	PAN-PA-440-BND-CORESEC-3YR	PA-440, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 3 years (36 months) term	$1,700.47	$20,405.64
12	PAN-PA-400- RACKTRAY	Rack mountable tray for up to two PA-400s and 4 power adapters for a 2 post rack mount	$163.06	$1,956.72
12	PAN-PWR-50W-AC	50W AC power adapter for PA-440, PA-450 and PA-460	$108.71	$1,304.52
Panorama | 3 Year				
1	PAN-PRA-25	Panorama central management software, 25 devices	$8,766.35	$8,766.35
1	PAN-SVC-PREM-PRA -25 -3YR	Premium support 3 year prepaid, Panorama 25 devices	$5,814.00	$5,814.00
Professional Services				
1	SID-PS-PAN-STD-400	Sidepath Professional Services: Sidepath will provide PAN installation for ten (3) sites. Tasks include: Palo Alto Installation. For all ten (3) sites: -Establish Management connectivity -Complete Registration, licensing, and update PAN-OS For sites with no or other firewall: -Write Security policies, NAT policies, Routing, Interfaces/Zones, and address objects Panorama Installation. For each site with ASA: Manually re-create: - Security policies, NAT policies, Routing, Interfaces/Zones - Address objects using ASA as a reference Assumptions: Panorama Installation: Client should provide Virtual machine which will be used to install panorama and all firewalls will be imported and incorporated into said installation	$19,500.00	$19,500.00

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.
No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Qty	Item Code	Description	Unit Price	Ext. Price

Payment Terms from Ship Date: Net 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	**$79,699.31**
Taxes	**$1,443.08**
Shipping	**$0.00**
Grand Total	**$81,142.39**

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

Accepted by:_____ Title:_____ Date:_____ PO:_____

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

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Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The Management Services-DoIT Department requests the purchase of the following item(s) from:

Original Contracting Entity: Utah NASPO Value Point Master Agreement Number AR2472
California Participating Addendum Number 7-17-70-40-05
Contract Term: 10/14/2016 - 09/15/2026
Method of original contract award: ☑ Competitive ☐ Non-Competitive, based on: ☐ Preferred source ☐ Sole ☐ Single source ☐ Emergency ☐ Other:
Does the original contract contain language contemplating contract extension to additional users? ☑ Yes ☐ No

Please attach: vendor agreement to sale to the City AND Entity agreement/contract language allowing Piggyback

Description of Product/Service intend to acquire	Unit Price	Total
Palo Alto Networks PA-440		$ 13,231.08
PA-440, Premium support, 3 years (36 months), term.		$ 8,721.00
PA-440, Core Security Subscription Bundle		$ 20,405.64
Rack mountable tray for up to two PA-400s and 4 power adapters		$ 1,956.72
50W AC power adapter for PA-440, PA-450 and PA-460		$ 1,304.52
Panorama central management software, 25 devices		$ 8,766.35
Premium support 3 year prepaid, Panorama 25 devices		$ 5,814.00
Sidepath Professional Services PAN Installation	$ 1,443.08 Tax	$ 19,500.00
	Grand Total	$ 81,142.39

Vendor:	Sidepath
Contact:	Kristen Norem
Address 1:	22892 Mill Creek Drive
Address 2:	
City/State/Zip:	Laguna Hills, CA 92653
Telephone:	(949) 748-8700
Fax:	(949) 748-8706
Web/E-Mail:	www.sidepath.com

Delivery/Service Location	
Contact:	Eric Owens
Telephone:	909 355-4798
Department:	Management Services
Address 1:	35 Cajon St Suite 222
Address 2:	Redlands CA 92373
Additional Comments	

Purchasing Agent Approval: _____ **Date:** _____

City Manager Approval: _____ **Date:** _____

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation
Name
1860 Michael Faraday Drive, Suite 100
Address

Reston	VA	20190
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature	10/11/16 Date

Robert Moore, Vice President
Type or Print Name and Title

STATE

for Director, Division of Purchasing	10.13.16 Date

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum[1] ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] to the Master Agreement;
(3) The Solicitation;
(4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
(5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the

[1] A Sample Participating Addendum will be published after the contracts have been awarded.
[2] The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and PaaS.

Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s’ software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run

arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures

specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement

and an amendment is not necessary.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing

Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement , including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to real or tangible property arising directly or indirectly from the negligent or wrongful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any

person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to:

a. Any use of the Services provided hereunder not contemplated in the product documentation.
b. Any use of the Services provided hereunder in combination with other products not contemplated hereunder or in the documentation, any use of modification of the Services provided hereunder except as permitted by this Agreement.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

b. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable

Purchase Order) or (ii) two million dollars ($2,000,000), whichever is greater.
ii. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
iii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

iv. The limitations of liability in Section 43 will not apply to claims for bodily injury or death as set forth in Section 13, and Section 30 when made applicable under a specific purchase order.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	**Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions** Minimum Insurance Coverage	**Crime Insurance** Minimum Insurance Coverage
Low	$2,000,000	$2,000,000

Moderate	$5,000,000	$5,000,000
High	$10,000,000	$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage

may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

The federal and state laws, regulations, policies, standards, and guidelines that Contractors doing business with the Participating Entities must be aware of, include, but not limited to: Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; Health Insurance Portability and Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act. The list is intentionally United States-centric, and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many State Entities have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized

by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

[3] Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

subsection must be consistent with license rights granted for use of intellectual property.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation. Contractor must maintain any certifications required under the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: When required by a specific purchase order issued under this Agreement or a Participating Addendum and accepted by the Contractor, the Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and

Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have

additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list

of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:**

   a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

   b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3)

document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law. .

7. **Termination and Suspension of Service**:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- • 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD,

backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately

remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

    a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

    b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

    c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

   c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon

request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.
16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..

20. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

   a. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   b. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident

review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

   a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

   d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty,

including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.
11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that

may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement via amendment.

Attachment B – Identification of Service Models Matrix

Offerors must complete the following form to identify the service models your firm offers under this RFP. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer, including the Categorization of Risk that you have the ability to store and secure. This document is to provide purchasing entities and eligible users a quick snap shot of the cloud solutions your firm provides.

Service Model:	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered:
Saas	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
IaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	FireEye, Google, QTS, Virtustream, VMware
PaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Google, QTS, Salesforce, SAP, ServiceNow, Virtustream

Carahsoft's solution providers each have different forms and procedures for providing solutions and services with varying levels of data management for each solution. Please see Carahsoft's Technical Response for additional information regarding risk data management of low, moderate, and high risk data.

Attachment C – Cost Schedule

Solicitation Number CH16012
NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. Specify ***Discount Percent %*** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service **Discount % 0-21.60**

Infrastructure as a Service **Discount % _0-10__**

Platform as a Services **Discount % _0-11__**

Value Added Services **Discount % _0-13__**

Additional Value Added Services:

Maintenance Services

Onsite Hourly Rate $ _250_____
Remote Hourly Rate $ _175_____

Professional Services

- **Deployment Services** — **Onsite Hourly Rate $ __350_____** / **Remote Hourly Rate $ _275_____**
- **Consulting/Advisory Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Architectural Design Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Statement of Work Services** — **Onsite Hourly Rate $ __250_____** / **Remote Hourly Rate $ _175_____**

Partner Services **Onsite Hourly Rate $ ___250_____** / **Remote Hourly Rate $ __175_____**

Training Deployment Services **Onsite Hourly Rate $ ___250_____** / **Online Hourly Rate $ ___175_____**

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 3

Cloud Solutions

Utah NASPO ValuePoint Master Agreement Number AR2472

Carahsoft Technology Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

1) **Section 7. PRICING** is revised to read as follows:

   A. Contractor's pricing is outlined in the Utah NASPO ValuePoint Master Agreement Number AR2472.

2) **Section 16. CONTRACT MANAGEMENT, subparagraph A** is revised to read as follows:

   A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Mariah Edwards
Phone:	(818) 449-3729
Email:	Mariah.Edwards@carahsoft.com
Address:	Carahsoft Technology Corporation Mariah Edwards 11493 Sunset Hills Road, Suite 100 Resto, VA 20190

3) **Section 18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Carahsoft Technology Corporation
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2023.06.29 16:09:08 -07'00' 6/29/2023	Kristina Smith 06/22/2023
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Kristina Smith, Contracts Director
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	11493 Sunset Hills Rd, Suite 100, Reston, VA 20190
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 2

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2472
Carahsoft Technology Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

1) **Section 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS** is updated to read as follows:

   A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. Terms can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

      i. General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014.
      ii. Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019.
      iii. Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18.
      iv. Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS), effective 05/11/16.

2) **Section 5. AVAILABLE PRODUCTS AND SERVICES** is updated to read as follows:

   A. The following service offerings from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

      1) Software as a Service (SaaS)
      2) Infrastructure as a Service (IaaS)
      3) Platform as a Service (PaaS)

3) **Section 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)** is updated to read as follows:

   A. The following product/service offerings are disallowed for state agencies under this Participating Addendum:

      1) Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. Prior to issuing a purchase order, State agencies are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

C. State agencies must first obtain approval by the California Department of Technology (CDT) to use this Participating Addendum for Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS) purchases in accordance with Technology Letter 17-06 (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf).

4) **Section 14. CONTRACT MANAGEMENT subpart A** is updated to read as follows:

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Alex Cord
Phone:	703-871-8500
E-Mail:	Alex.Cord@Carahsoft.com
Address:	11493 Sunset Hills Road, Suite 100 Reston, VA 20190

5) **Section 9 FULFILLMENT PARTNERS/AUTHORIZED RESELLERS** is updated to read as follows:

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Orders may be placed with the Contractor or Authorized Resellers.

2) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

3) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

4) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Carahsoft Technology Corp.
Agency Name	*Contractor Name*
August 11, 2021	8/11/2021
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Stephanne Lim, MAU2 Supervisor	Kristina Smith - Director of Contracts
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	11493 Sunset Hills Road, Suite 100 Reston, VA 20190
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05
AMENDMENT NO. 1

Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2472
Carahsoft Technology Corp.

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-05 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100 Tempe, AZ 85283

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Allied Network Solutions, Inc.
5718 Lonetree Blvd., Rocklin, CA 95765

Contact: Roger Schnorenberg
Phone: 916/774-2670 X101
E-mail: Rschnorenberg@ans-it.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Data Path Inc.
318 McHenry Ave., Modesto, CA 95354

Contact: Brian Jump
Phone: 209/312-9808
E-mail: BJump@mydatapath.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Eventus Solutions Group LLC
9777 Pyramiel Court, Suite 160, Englewood, CA 80112

Contact: Craig Tobin
Phone: 303/376-6161
E-mail: Craigtobin@eventusg.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o HF Tech Services, Inc.
5777 Madison Avenue, Suite 1060, Sacramento, CA 95841

Contact: Allan P. Hart
Phone: 916/690-5056
E-mail: allan@hftechservices.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Savant Solutions, Inc. which will do business in California as [Savant Solutions Group]
1931 H Street, Sacramento, CA 95811

Contact: Caleb Kwong
Phone: 916/836-8182
E-mail: Caleb@savantsolutions.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o SHI International, Corp.
290 Davidson Avenue, Somerset, NJ 08873

Contact: Nick Grappone
Phone: 732/564-8189
E-mail: Nick_Grappone@shi.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Solutions Simplfied
8880 Cal Center Drive, Suite 400, Sacramento, CA 95826

Contact: Rachel DaValle
Phone: 530/521-0576
E-mail: Rachel.Davalle@solutionssimplified.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: Bear.Williams@tabordasolutions.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o vCloud Tech Inc.
609 Deep Valley Drive, Suite 200, Rollling Hills Estates, CA 90274

Contact: Nadia Khan
Phone: 424/703-4135
E-mail: nadiakhan@vcloudtech.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS. When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

All other terms and conditions of the Participating Addendum shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

Participating State:
State of California,
Department of General Services

By: _____

for Name: Angela Shell

Title: Deputy Director

Date: May 1, 2018

Contractor:
Carahsoft Technology Corp.

By: _____

Name: Robert R. Moore

Title: Vice President

Date: April 25, 2018

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05

Cloud Solutions

Utah NASPO ValuePoint Master Agreement No. AR2472

Carahsoft Technology Corp.

This Participating Addendum Number 7-17-70-40-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Carahsoft Technology Corp. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2472.

1. SCOPE

A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2472 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).

B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

1) **General Provisions – Information Technology (GSPD-401IT),** effective 9/5/2014. The twelve (12) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf. Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.

2) **Cloud Computing Special Provisions for Software as a Service (SaaS),** effective 9/3/14. The five (5) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESSPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

A. California Participating Addendum Number 7-17-70-40-05
B. Utah NASPO ValuePoint Master Agreement Number AR2472
C. Utah Solicitation CH16012 including all Addendums
D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES – These restrictions are not applicable to political subdivisions/local governments.

A. The following service offerings are prohibited under this Participating Addendum:

1. Infrastructure as a Service (IaaS)
2. Platform as a Service (PaaS)
3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

7. PRICING

A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.

B. The Price Schedule shall include the following:

1) Service Category (SaaS) Description
2) List Price
3) Discount off List Price
4) Contract Price

C. Contractor shall obtain prior approval from Utah NASPO ValuePoint Contract Administrator, and submit a written notice of price increases/decreases and a revised Price List for the State's approval.

D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:

1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: bear.williams@tabordasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO CARAHSOFT TECHNOLOGY CORP. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

A. State department and political subdivision/local government use of this Participating Addendum is optional.

B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.

C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Jack Dixon
Phone:	703-230-7545
Fax:	703-871-8505
E-Mail:	naspo@carahsoft.com
Address:	1860 Michael Faraday Drive, Ste 100 Reston, VA 20190

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name:	Yolanda Tutt
Phone:	916.375.4408
Fax:	916.375.4663
E-Mail:	yolanda.tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	CONTRACTOR
Department of General Services *Agency Name*	Carahsoft Technology Corp. *Contractor Name*
Rhonda Smith 9/15/2017 *Signature of Authorized Signer* *Date Signed*	August 9, 2017 *Signature of Authorized Signer* *Date Signed*
Ricardo Martinez, Acting Deputy Director *Printed Name and Title of Authorized Signer*	Ellen Lord, Contracts Manager *Printed Name and Title of Authorized Signer*
707 Third Street West Sacramento, CA 95605 *Address*	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190 *Address*

Pulse →

Cloud Solutions (2016 - 2026)

Carahsoft Technology Corporation

Scope Pricing Download Model PA

Carahsoft awarded categories = PaaS, IaaS, and SaaS.

Cloud services solutions provider.

Participating Addenda

State Participating Addenda

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Guam
Hawaii
Idaho
Illinois

Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Minnesota
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Dakota
Tennessee
Utah
Vermont
Washington
West Virginia
Wisconsin
Wyoming

How Local Public Entities and Other Eligible Entities Participate

carahsoft.

Contractor Contact

Colby Bender
NASPO@carahsoft.com
(703) 889-9878
https://www.carahsoft.com/buy/slg-contracts/all-states/naspo-valuepoint

Awarded	Expiration	Renewal Limit
10/15/2016	09/16/2026	09/16/2026

Documents/Details

Master Agreement Documents +

Pricing Documents +

Product Documents +

Didn’t find what you need click here

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Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.

Cloud Solutions

The Portfolio Action Tracker (PAT) is a transparency tool that can be used to monitor and review the real-time status of NASPO ValuePoint portfolios. Click here to view Status

Overview | Contractors(51) | Portfolio Map | Video

BroadVoice, Inc.

Capgemini America, Inc.

Cisco Systems, Inc.

CodeLynx, Inc.

Companion Data Services, LLC

EC America, Inc. a Subsidary of immixGroup, Inc.

eGlobal Tech

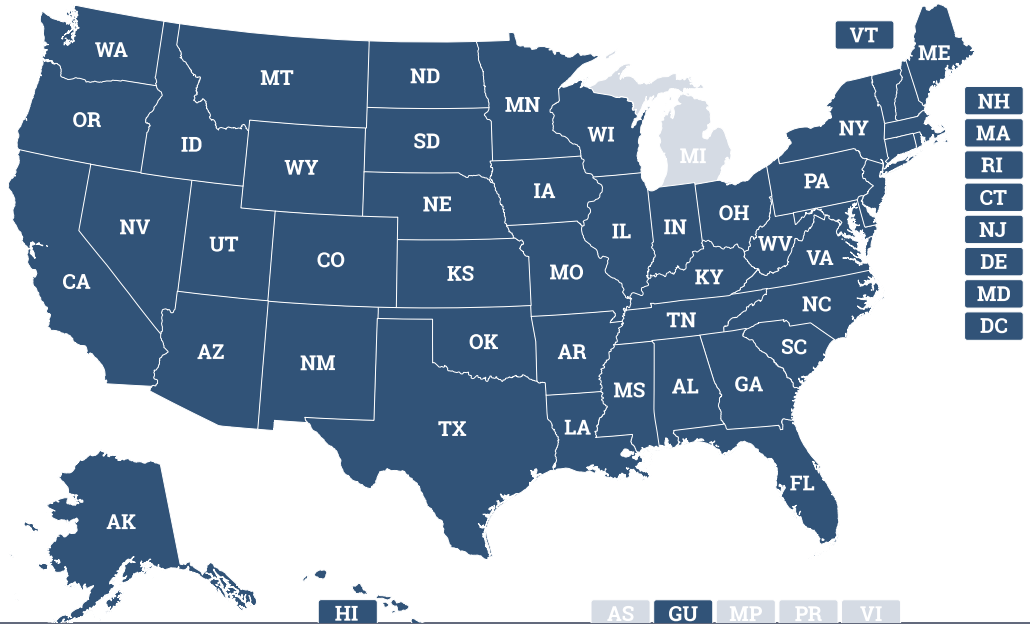
Enquizit, Inc.

Retarus, Inc.

Teradata Government Systems, LLC

Participating Addenda (419)

Alaska
Alabama
Arkansas
Arizona
California
Colorado
Connecticut
District of Columbia
Delaware
Florida
Georgia
Guam
Hawaii
Iowa
Idaho



Lead State

Utah	Blake Theo Porter btporter@utah.gov (801) 957-7136
Awarded:	09/02/2016
Expiration:	09/15/2026

Renewals Limit:	09/15/2026

NASPO Resources

Cooperative Portfolio Managers

Primary Contact	Nick Hughes
Secondary Contact	Jessica Burton

Documents/Details

Solicitation -

Cloud Solutions CH16012 RFP.pdf
The Request For Proposal (RFP) for the NASPO ValuePoint Master Agreement for Cloud Solutions (2016 - 2026)

Cloud Solutions Evaluation Scores.xlsx
An evaluation of the requirements met by each contractor participating in the portfolio

Portfolio Information +

Award +

Search

Related Portfolios (2)

Find Cloud Providers

Compare Providers (0)

Cloud Search

Print Excel CSV Copy

Show 10 entries

Search:

Master Agreement #	Contractor	OEM	Cloud Service Model	Deployment Model	Service Category	Cloud Offering Name
AR2473	CDW Govt.	Microsoft	IaaS	Public	Security	Azure Active Directory B2C
AR2473	CDW Govt.	Microsoft	IaaS	Public	Security	Azure Active Directory
AR2473	CDW Govt.	Microsoft	IaaS	Hybrid	Security	Azure Active Directory Domain Services
AR2473	CDW Govt.	Microsoft	IaaS	Public	Storage	Azure API Management
AR2473	CDW Govt.	Microsoft	IaaS	Public	Computing	Azure Application Gateway
AR2473	CDW Govt.	Microsoft	IaaS	Public	Business Mgt	Azure Automation
AR2473	CDW Govt.	Microsoft	IaaS	Hybrid	Backup and Recovery	Azure Backup
AR2473	CDW Govt.	Microsoft	IaaS	Public	Analytics	Azure Batch
AR2473	CDW Govt.	Microsoft	IaaS	Public	Business Mgt	Azure BizTalk Services
AR2473	CDW Govt.	Microsoft	IaaS	Hybrid	Collaboration	Azure Content Delivery Network

Showing 1 to 10 of 789 entries

« ‹ 1 2 3 4 5 … 79 › »

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Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.

City Council Meeting **I. 16.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an exception to purchasing rules and award two (2) contracts under the same solicitation and scope; approval of Professional Services Agreements with Hicks & Hartwick, Inc., and Engineering Resources of Southern California, Inc. to provide on-call general engineering services, each in an amount not-to-exceed $100,000 for the initial one-year term, with options to extend for one additional year for an amount not-to-exceed $100,000, for a total potential not-to-exceed value of $200,000; and determine that approval of these Agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine that approval of the Agreements with Hicks & Hartwick, Inc., and Engineering Resources of Southern California, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act;

2. I move that the City Council approve an exception to purchasing rules and award two (2) contracts under the same solicitation and scope;

3. I move that the City Council approve a Professional Services Agreement with Hicks & Hartwick, Inc. and

4. I move that the City Council approve a Professional Services Agreement with Engineering Resources of Southern California, Inc.

RECOMMENDATION:

Staff recommends City Council determine that approval of the Agreements with Hicks & Hartwick, Inc. and Engineering Resources of Southern California, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve an exception to purchasing rules and award two (2) contracts under the same solicitation and scope; and approve Professional Services Agreements with Hicks & Hartwick, Inc. and Engineering Resources of Southern California, Inc., each for an amount not-to-exceed $100,000 for the initial one-year term, with an option to extend for one additional year for an amount not-to-exceed $100,000, resulting in a total potential value not-to-exceed $200,000.

DISCUSSION:

The MUED Engineering Division designs, constructs, and manages capital improvement projects each year including, but not limited to, underground utility replacement (water, sewer, and storm drain), street resurfacing, and bicycle/pedestrian facility replacement. The Engineering Phase of each project often requires general engineering and professional land surveying support for the preparation of construction plans and specifications. Additionally, general engineering support is also occasionally required for supplemental parcel map, tract map, easement, and survey document review, and geotechnical engineering support is required to support engineering designs.

On May 20, 2024, MUED issued a Request for Proposal (RFP) for these on-call services. On June 10, 2024, proposals were received from the following twelve (12) firms:

1. Albert A. Webb Associates, Riverside, CA
2. CASC Engineering & Consulting, Inc., Colton, CA
3. **Engineering Resources of Southern California, Inc., Redlands, CA**
4. Geocon West, Inc., Loma Linda, CA
5. GeoMat Testing Laboratories, Inc., Riverside, CA
6. **Hicks & Hartwick, Inc., Redlands, CA**
7. Hilltop Geotechnical, Inc., San Bernardino, CA
8. HR Green Pacific, Inc., Palm Desert, CA
9. IMEG Consultants Corp., Ontario, CA
10. Koury Engineering & Testing, Inc., Chino, CA
11. TKE Engineering, Inc., Riverside, CA
12. Transtech Engineers, Inc., Chino, CA

In accordance with Chapter 2.16.180 of the Redlands Municipal Code, an evaluation committee reviewed and rated the proposals based on each firm's

demonstrated competence and professional qualifications related to specific evaluation criteria identified in the RFP. Hicks & Hartwick, Inc. (H&H) and Engineering Resources of Southern California, Inc. (ERSC) were rated as the most qualified consultants to perform the tasks listed in the RFP. Staff recommends City Council approve Agreements with Hicks & Hartwick, Inc. and Engineering Resources of Southern California, Inc., each for an amount not-to-exceed $100,000 for the initial one-year term, with an option to extend for one additional year for an amount not-to-exceed $100,000, resulting in a total potential value of $200,000.

The Redlands purchasing rules do not include specific process language for approving more than one (1) contract for the same service. However, MUED will be able to obtain the best value of such services by issuing two (2) non-exclusive agreements which will allow flexibility in selecting a particular service and cost savings for a specific task order. This requires City Council approval of an exception to the purchasing rules to approve the Agreements with H&H and ERSC, and MUED staff recommends City Council approval of this exception. These Agreements include task orders prepared and issued by the MUED staff as stated in the RFP. Each task order defines the specific scope of work for each project. These Consultants will be asked to provide a cost proposal, using rates identified in the Agreements, and a schedule for each task order issued. The Consultant’s proposal for each task order shall identify the deliverables to be provided, and any work proposed to be performed. These Consultants will only be called to provide support if needed throughout the Agreement term and no minimum amount or value of work is guaranteed.

Approval of these Agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act as there is no possibility this action will result in a significant impact on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	101400

Discussion:

There is no fiscal impact associated with approval of these Agreements. Funding for these services is included in the FY 24/25 and FY 25/26 MUED approved budget.

Attachments

Hicks & Hartwick Professional Services Agreement
ERSC Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of On-Call General Engineering Services ("Agreement") is made and entered in this 3rd day of September, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Hicks & Hartwick, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide On-Call General Engineering services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering 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 "on-call," in a prompt and diligent manner.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term (an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Thousand Dollars ($100,000.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Thousand Dollars ($100,000.00) for the Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Thousand Dollars ($200,000.00). For the Initial Term and the Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Hourly Rate Schedule," which is attached hereto and incorporated herein by this reference.

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

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

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Matthew C. Hicks, President
Hicks & Hartwick, Inc.
37 East Olive Avenue, Suite C
Redlands, CA 92373
Email: matt@verycivil.com
Phone: (909) 793-2257
Fax: (909) 792-3763

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

HICKS & HARTWICK, INC.

By: _____
Matthew C. Hicks, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services include, but not be limited to, the following: land surveying, hydrologic and hydraulic analysis, landscape/grading design, roadway design, drainage and flood control design, peer review, utility locating and conflict analysis, geotechnical services, or other similar engineering services. These services may result in the preparation of engineering reports, public presentations or the preparation of plans, specifications, and estimates suitable for the public bidding process.

The following is a list of the types of consulting services being considered. Consultant and/or its sub-consultant approved by City pursuant to 6.1.E and 8.2 of this Agreement is required to have expertise in all the items listed:

- Provide staff and services on an on-call, as-needed basis.
- Respond to plan check comments for permit works.
- Work with regional teams including Caltrans, San Bernardino County, and other nearby local jurisdictions regarding locally enforced state/federal regulations such as recycling, solid waste, flood control, and stormwater quality.
- Street geometrics, striping and signage analysis and design.
- Provide civil design and/or construction management services repair and replacement of City infrastructure, including curb, gutter, sidewalk, driveways, ramps, street trees, signs, pavement, etc.
- Provide in-house personnel or sub-consultants for civil, geotechnical, traffic, mechanical, electrical, and landscaping architecture.
- Provide full range of engineering services including preliminary studies, public outreach; review and develop engineering plans, specifications, and estimates; and other professional services.
- Grading design.
- Storm drain infrastructure analysis and design, including hydrology and hydraulic analysis.
- Structural analysis and design.
- Traffic signal design.
- Traffic studies.
- Erosion control and design of Best Management Practices.
- Floodplain analyses.
- Mapping existing utilities and evaluating new/existing utility conflicts.
- Construction support services include attending construction meetings, responding to requests for information (RFIs), reviewing contract material submittals, and evaluating design changes during construction.
- During construction, make on-site visits; shop drawings and test results; draft change orders; and review pay estimates.
- Geotechnical engineering services including but not limited to pavement evaluation, field observations, construction material testing, laboratory testing, plan review, geotechnical investigation, and reporting.

Additional requirements are as follows:

1. The Consultant's Project Manager shall be available for periodic meetings to discuss issues related to task orders.
2. The Consultant must be adequately insured for liability and property damage pursuant to the conditions of the Agreement.
3. All work shall be performed and delivered in English Standard Units or as required by the City.
4. All survey work shall be performed on CCS/NAD 83 horizontal coordinates and use true NAVD 88 vertical controls.
5. Plans and Maps shall be submitted in the AutoCAD format in use by the City at the time of issuance of the task order, point files shall be submitted in ASCII format, and any estimates, schedules, or reports shall be submitted in Microsoft Office format.
6. Consultant shall be required to provide topographic surveys to support their work product as necessary.

Typical projects may include:

1. Street resurfacing and reconstruction, including pavement design.
2. PCC driveways, sidewalk, curb, gutter, and ADA ramps.
3. Bike lanes, crosswalks, and other traffic striping.
4. Sewer, water and storm drain infrastructure rehabilitation and replacement.
5. Site grading, retaining walls and utility replacement.
6. Park improvements, including play fields and courts, pathways, buildings, and field lighting.
7. Traffic signal and street lighting equipment replacement, including pole and cabinet foundations and conduits.

EXHIBIT "B"
HOURLY RATE SCHEDULE

OFFICE PERSONNEL	**$/ Hr.**
Principal	$295.00
Project Manager	$265.00
Senior Engineer	$235.00
Project Engineer	$215.00
Design Engineer	$175.00
Designer	$150.00
Assistant Engineer	$135.00
CADD Technician	$115.00
Office Support/ Clerical	$90.00

SURVEY PERSONNEL	
2-Person Survey Crew	$315.00
1-Person Survey Crew	$245.00
Licensed Surveyor	$255.00

TRAFFIC ENGINEERING SERVICES	
Senior Principal	$335 - $375
Principal / QA/QC Manager	$280 - $310
Senior Project Manager	$265 - $295
Project Manager	$225 - $255
Technical Manager	$210 - $240
Senior Engineer	$200 - $230
Project Engineer	$190 - $220
Designer	$165 - $195
Assistant Engineer	$125 - $155
Engineer In Training	$100 - $130
Office Support/Clerical	$95 - $125

GEOTECHNICAL ENGINEERING SERVICES	
Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$85
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	$90
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	$90
Coring Technician	$90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	$85
Senior Soils Technician	$95
Sample Pick-Up	$60
Staff Professional	$145
Senior Staff Professional	$155
Project Professional	$165

Project Manager $175
Senior Professional $175
Principal Professional $225
Principal/Consultant 235
Laboratory Supervisor $100
Clerical/Word Processing $90
Drafting $90
CAD Operator/Drafting Manager $95

STRUCTURAL ENGINEERING SERVICES

Principal Engineer $195.00
Senior Engineer $175.00
Project Engineer $155.00
CADD Technician $140.00

ELECTRICAL ENGINEERING SERVICES

Principal $200.00
Engineer $175.00
Project Manager $165.00
Sr. Designer $140.00
Designer $120.00
CAD Drafting $90.00
Clerical $70.00

LANDSCAPE ARCHITECTURE SERVICES

Landscape Architect $140.00
Project Manager $125.00
Landscape Architect $160.00
Project Manager $145.00

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

HICKS & HARTWICK, INC.

By:_____ Date: _____
Matthew C. Hicks, President

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of On-Call General Engineering Services ("Agreement") is made and entered in this 3rd day of September, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Engineering Resources of Southern California, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide On-Call General Engineering services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering 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 "on-call," in a prompt and diligent manner.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term (an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Thousand Dollars ($100,000.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Thousand Dollars ($100,000.00) for the Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Thousand Dollars ($200,000.00). For the Initial Term and the Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Hourly Rate 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	John M. Brudin, President
City of Redlands	Engineering Resources of Southern California, Inc.
35 Cajon Street	1861 W. Redlands Blvd.
P.O. Box 3005 (mailing)	Redlands, CA 92373
Redlands, CA 92373	Email: matt@erscinc.com
jdonaldson@cityofredlands.org	Phone: (909) 890-1255
Phone: (909) 798-7531	Fax: (909) 890-0995

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

ATTEST:

_____
Jeanne Donaldson, City Clerk

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

By: _____
John M. Brudin, President

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services include, but not be limited to, the following: land surveying, hydrologic and hydraulic analysis, landscape/grading design, roadway design, drainage and flood control design, peer review, utility locating and conflict analysis, geotechnical services, or other similar engineering services. These services may result in the preparation of engineering reports, public presentations or the preparation of plans, specifications, and estimates suitable for the public bidding process.

The following is a list of the types of consulting services being considered. Consultant and/or its sub-consultant approved by City pursuant to 6.1.E and 8.2 of this Agreement is required to have expertise in all the items listed:

- Provide staff and services on an on-call, as-needed basis.
- Respond to plan check comments for permit works.
- Work with regional teams including Caltrans, San Bernardino County, and other nearby local jurisdictions regarding locally enforced state/federal regulations such as recycling, solid waste, flood control, and stormwater quality.
- Street geometrics, striping and signage analysis and design.
- Provide civil design and/or construction management services repair and replacement of City infrastructure, including curb, gutter, sidewalk, driveways, ramps, street trees, signs, pavement, etc.
- Provide in-house personnel or sub-consultants for civil, geotechnical, traffic, mechanical, electrical, and landscaping architecture.
- Provide full range of engineering services including preliminary studies, public outreach; review and develop engineering plans, specifications, and estimates; and other professional services.
- Grading design.
- Storm drain infrastructure analysis and design, including hydrology and hydraulic analysis.
- Structural analysis and design.
- Traffic signal design.
- Traffic studies.
- Erosion control and design of Best Management Practices.
- Floodplain analyses.
- Mapping existing utilities and evaluating new/existing utility conflicts.
- Construction support services include attending construction meetings, responding to requests for information (RFIs), reviewing contract material submittals, and evaluating design changes during construction.
- During construction, make on-site visits; shop drawings and test results; draft change orders; and review pay estimates.
- Geotechnical engineering services including but not limited to pavement evaluation, field observations, construction material testing, laboratory testing, plan review, geotechnical investigation, and reporting.

Additional requirements are as follows:

1. The Consultant's Project Manager shall be available for periodic meetings to discuss issues related to task orders.
2. The Consultant must be adequately insured for liability and property damage pursuant to the conditions of the Agreement.
3. All work shall be performed and delivered in English Standard Units or as required by the City.
4. All survey work shall be performed on CCS/NAD 83 horizontal coordinates and use true NAVD 88 vertical controls.
5. Plans and Maps shall be submitted in the AutoCAD format in use by the City at the time of issuance of the task order, point files shall be submitted in ASCII format, and any estimates, schedules, or reports shall be submitted in Microsoft Office format.
6. Consultant shall be required to provide topographic surveys to support their work product as necessary.

Typical projects may include:

1. Street resurfacing and reconstruction, including pavement design.
2. PCC driveways, sidewalk, curb, gutter, and ADA ramps.
3. Bike lanes, crosswalks, and other traffic striping.
4. Sewer, water and storm drain infrastructure rehabilitation and replacement.
5. Site grading, retaining walls and utility replacement.
6. Park improvements, including play fields and courts, pathways, buildings, and field lighting.
7. Traffic signal and street lighting equipment replacement, including pole and cabinet foundations and conduits.

EXHIBIT "B"
HOURLY RATE SCHEDULE

Professional Staff

President	$305.00
Vice President	$260.00
Sr. Principal Engineer	$255.00
Principal Engineer	$230.00
Assistant Principal Engineer	$215.00
Engineer V	$195.00
Engineer IV	$175.00
Engineer III	$160.00
Engineer II	$145.00
Engineer I	$130.00

Engineering Staff

Principal Engineering Associate	$210.00
Senior Engineering Associate	$190.00
Engineering Associate V	$165.00
Engineering Associate IV	$145.00
Engineering Associate III	$135.00
Engineering Associate II	$120.00
Engineering Associate I	$115.00
Engineering Aide II	$65.00
Engineering Aide I	$60.00

Survey Staff and Services

Principal Surveyor	$215.00
Senior Surveyor	$175.00
Surveyor III	$140.00
Surveyor II	$125.00
Surveyor I	$105.00
2-Man Survey Crew (Std Equipment/Truck)	$320.00
1-Man Survey Crew (Std Equipment/Truck)	$250.00
3rd Man on Survey Crew	$140.00

Construction Support Staff

Construction Manager	$215.00
Chief Construction Inspector	$165.00
Sr. Construction Inspector	$155.00
Construction Inspector	$145.00
Inspector Overtime (Hours 8-12/Saturdays)	$200.00
Inspector Overtime (Hours 12+/Sundays).	$235.00

Administrative Staff

Operations Manager	$120.00
Operations Specialist	$100.00
Administrative Assistant II	$90.00
Administrative Assistant I	$80.00

Other Direct Expenses

Vehicle Mileage	$0.70/Mile
Subconsultant	Cost + 5%
Reimbursable Expenses/Charges	Cost + 5%
Forensic Analysis	Standard Rate X 2
Expert Witness	Standard Rate X 3

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.

ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA, INC.

By:_____ Date: _____
John M. Brudin, President

City Council Meeting **I. 17.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8621 pursuant to Government Code Section 54221 declaring that certain real property (located near 500 North Dearborn Street, Redlands, CA comprising approximately 1,500 square feet of APNs 0170-302-06-0000 and 0170-302-18-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review under the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to adopt Resolution No. 8621.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 8621.

DISCUSSION:

The City owns property in fee located near 500 North Dearborn Street in Redlands, CA comprising approximately 1,500 square feet of APNs 0170-302-06-0000 and 0170-302-18-0000, as more particularly described in Exhibit A of the attached Resolution (the "Property"). The City would like to lease the Property to the South Coast Air Quality Management District ("SCAQMD") so that the SCAQMD can use the Property for air quality monitoring. The City will need to comply with the Surplus Land Act (Government Code Section 54220 et seq.) ("SLA") prior to entering into the lease. Adoption of the attached Resolution would declare the Property exempt surplus land and allow for lease to SCAQMD outside of the SLA, subject to review by the California Department of Housing and Community Development ("HCD").

In an effort to address the housing crisis throughout the state, the State Legislature revamped the SLA in 2019 to strengthen the right of first refusal for affordable housing developers to bid on local agency-owned surplus land. The SLA requires public agencies to comply with certain procedures when disposing of real property. The HCD has adopted guidelines to interpret the SLA. The SLA was recently amended by Assembly Bill 480 (Ting) and Senate Bill 229 (Umbert). These changes took effect January 1, 2024.

The SLA requires all local agencies to prioritize affordable housing, as well as parks and open space, when disposing of "surplus land." Before a local agency may dispose of land subject to the SLA, the land must be declared either "surplus land" or "exempt surplus land," as supported by written findings. For "surplus land," the City must go through a formal process to offer the land to qualifying entities and negotiate with responsive parties. However, the SLA contains exemptions for certain types of land ("exempt surplus land") where this formal process does not apply.

One such exemption is for real property that is transferred to another local, state, or federal agency for the receiving agency's use (Government Code Section 54221(f)(1)(D).). Here, this exemption fits because the City desires to lease the property to the SCAQMD, an air quality management district formed under California Health and Safety Code Section 40410 and a local agency under the SLA, so that the SCAQMD can use the Property for air quality monitoring.

Adoption of the attached Resolution would declare the Property as exempt surplus land pursuant to the aforementioned exemption. Under HCD's Surplus Land Act Guidelines ("Guidelines") promulgated pursuant to the SLA, prior to disposal of the Property, the City must submit the adopted resolution to HCD at least thirty (30) days prior to disposal so that HCD can review the exemption declaration. The attached Resolution authorizes this HCD submittal.

ALTERNATIVES:

The City Council may deny, modify, or table this request for City Council action.

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

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year: FY 24/25
Appropriation Required Y/N: N
Discussion:
There is no fiscal impact associated with this action.

Attachments

Resolution No. 8621

RESOLUTION NO. 8621

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS PURSUANT TO GOVERNMENT CODE SECTION 54221 DECLARING THAT CERTAIN REAL PROPERTY (LOCATED NEAR 500 NORTH DEARBORN STREET, REDLANDS, CA COMPRISING APPROXIMATELY 1,500 SQUARE FEET OF APNS 0170-302-06-0000 AND 0170-302-18-0000) IS EXEMPT SURPLUS LAND, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Redlands (the "City") owns property located near 500 North Dearborn Street in Redlands, CA comprising approximately 1,500 square feet of APNs 0170-302-06-0000 and 0170-302-18-0000, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the City is the fee simple owner of that Property; and

WHEREAS, the Surplus Land Act, Government Code sections 54220 *et seq*. (the "Act") applies when a local agency disposes of "surplus land," which is defined 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." (Government Code section 54221(b)(1)); and

WHEREAS, the Act expressly does "not apply to the disposal of exempt surplus land." (Government Code section 54222.3.)

WHEREAS, under the Act, "exempt surplus land" includes land that a local agency is transferring to another local, state, or federal agency for the transferee agency's use. (Government Code section 54221(f)(1)(D)); and

WHEREAS, the Act requires local agencies such as the City to declare certain real property they own as either "surplus land" or "exempt surplus land," as supported by written findings, prior to any disposition of the real property; and

WHEREAS, the City desires to lease or otherwise transfer an interest in the Property to South Coast Air Quality Management District ("SCAQMD"), which is an air quality management district formed under California Health and Safety Code Section 40410 and is another local agency under the Act, and upon acquiring of the Property, SCAQMD intends to use the Property for air quality monitoring purposes; and

WHEREAS, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property; and

WHEREAS, the City Council has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

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

SECTION 1: The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council.

SECTION 2: The City Council hereby declares that the Property is exempt from the Act as exempt surplus land pursuant to Government Code section 54221(f)(1)(D), based on the findings contained in this Resolution for the Property, namely that the City intends to lease the Property to the SCAQMD, another local agency, for the SCAQMD's use of the Property for air quality monitoring purposes, and none of the characteristics listed under Government Code Section 54221(f)(2) apply to the Property.

SECTION 3: This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). City staff has determined that the designation of the Property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a

project as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution, in and of itself, does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 4: The City Manager or designee is hereby authorized and directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the requirements of Section 400(e) of the SLA Guidelines.

SECTION 5: If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 3rd day of September, 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 3rd day of September, 2024, by the following vote:

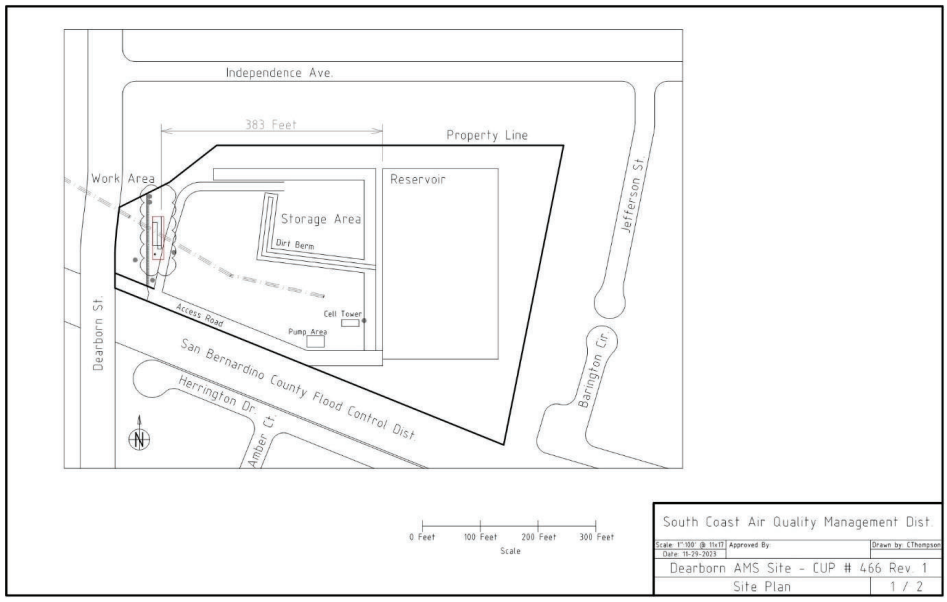
AYES:
NOES:
ABSENT:
ABSTAIN:

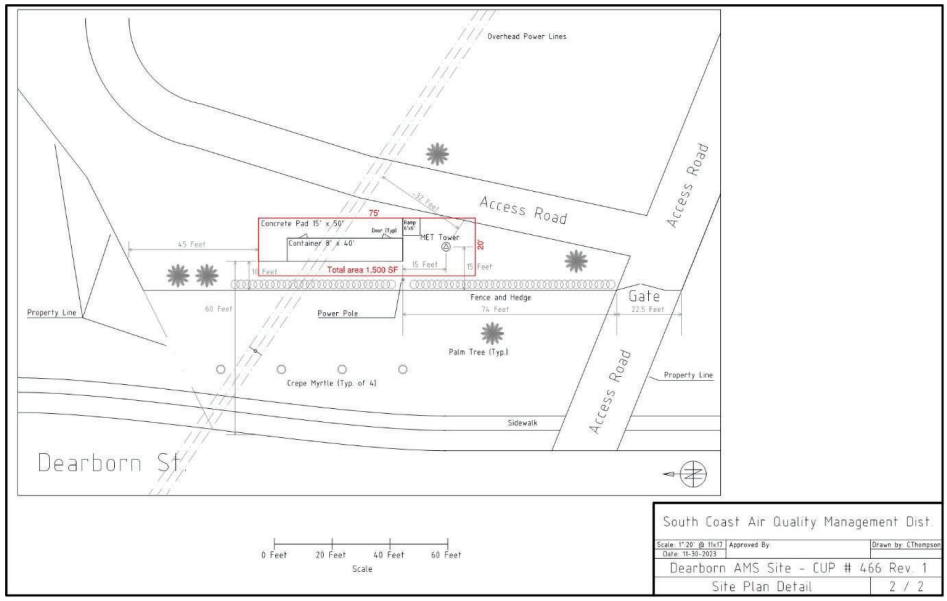
_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Description and Depiction of Property

The Property comprises an approximately 1,500 square foot portion of APNs 0170-302-06-000 and 0170-302-18-0000 as shown below within the boundaries labeled "Property Line" and more specifically within the bubbled callout near the west property boundary line.





City Council Meeting **I. 18.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the purchase of office furniture for Water Distribution staff from Office Depot in the amount of $91,060.54 and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that the City Council determine that purchasing office furniture is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and approve the purchase of Water Distribution office furniture from Office Depot in the amount of $91,060.54.

RECOMMENDATION:

Staff recommends that City Council determine that purchasing office furniture is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and recommends approval to purchase Water Distribution office furniture from Office Depot in the amount of $91,060.54.

DISCUSSION:

The MUED Water Distribution Division office is located at the City's Corporate Yard and currently includes space for sixteen (16) employees in a modified industrial building. The number of employees assigned to this location will increase to twenty-two (22) prior to the relocation of Civic Campus employees to the new 300 East State Street location. The existing Water Distribution Division office must be modified to provide space and office furniture for the additional staff. This includes purchasing additional office furniture that will allow the space to be utilized for large training sessions.

The City will leverage the Omnia Partners, Region 4 Education Service Center (Contract No. R191812) cooperative purchasing contract which is used to establish a national cooperative contract for furniture, installation and related services. This cooperative contract agreement was competitively solicited, evaluated, and awarded to Office Depot. Omnia Partners procurement system meets the City's procurement requirements for cooperative, intergovernmental and piggybacking purchases. The City will save $56,884.46 by utilizing the Omnia Partners procurement process.

This purchase is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, as the proposed action does not have the potential to cause any significant environmental impact.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Paul Mariscal, Water Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$91,060.54
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. The FY 24/25 MUED Budget includes funding for this purchase.

Attachments

Office Depot Quote
Office Depot Plan View
Office Depot Contract
Omnia Executive Summary
Omnia Product Discount Summary

BUSINESS SOLUTIONS™
WORKSPACE INTERIORS

Proposal

Date: 7/1/2024
Reference #: 619869

Patricia "Patti" Maneri
Business Development Manager - Furniture
562-490-7476 ph
patricia.maneri@workspaceinteriorsod.com

CITY OF REDLANDS-WATER DEPT
PAUL MARISCAL
1270 W PARK
REDLANDS CA 92373

Account #/ID 89255307/120

WATER TREATMENT

Item	Qty	Mfg Name	Product	Price:	Unit	Extended
1	1		**CONTRACT** REGION 4/OMNIA R191812			

OFFICE

2	1	HON	**H10592** 10500 Series Desk Shell 72W x 30D x 29-1/2H	List: Sell: Sell %	$1,007.00 $453.15 55.00	$1,007.00 $453.15
			Select Top Laminate Color $(L2STD) Grd L2 Standard Laminates Select Top Laminate Color .LPT1 Portico Teak Select Chassis Laminate Color LPT1 Portico Teak			
3	1	HON	**H105R2448** 48Wx24D Rectangle Worksurface	List: Sell: Sell %	$352.00 $158.40 55.00	$352.00 $158.40
			Select Top Laminate Color $(L2STD) Grd L2 Standard Laminates Select Top Laminate Color .LPT1 Portico Teak Select Edge Color DP Portico Teak			
4	1	HON	**H10524LEP** 15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Panel	List: Sell: Sell %	$356.00 $160.20 55.00	$356.00 $160.20
			Select Laminate $(L2STD) Grd L2 Standard Laminates Select Grade 2 Laminate Finish .LPT1 Portico Teak			
5	1	HON	**H10502** 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D	List: Sell: Sell %	$893.00 $401.85 55.00	$893.00 $401.85
			Select Laminate $(L2STD) Grd L2 Standard Laminates Select Grade 2 Laminate Finish .LPT1 Portico Teak			
6	1	HON	**H10504** 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D	List: Sell: Sell %	$893.00 $401.85 55.00	$893.00 $401.85
			Select Laminate $(L2STD) Grd L2 Standard Laminates Select Grade 2 Laminate Finish .LPT1 Portico Teak			
7	1	HON	**H105327** 10500 Series Stack on Storage 78"W for 78D Workstations	List: Sell: Sell %	$1,512.00 $680.40 55.00	$1,512.00 $680.40
			Select Top Laminate Color $(L2STD) Grd L2 Standard Laminates			

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WATER TREATMENT

Item	Qty	Mfg Name	Product			Price:	Unit	Extended
			Select Top Laminate Color	.LPT1	Portico Teak			
			Select Chassis Laminate Color	LPT1	Portico Teak			
8	1	HON	**H105857**			List:	$340.00	$340.00
			10500 Series Back enclosure for 78"W Stack on Storage			Sell:	$153.00	$153.00
						Sell %	55.00	
			Select Laminate	$(L2STD)	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	.LPT1	Portico Teak			
9	1	HON	**H90057**			List:	$436.00	$436.00
			10500 Series Tckbd for 78"W Stack on Strg Bck Enclosure			Sell:	$196.20	$196.20
						Sell %	55.00	
			Fabric Selection	$(B)	Grd B Fab			
			Grd B Fab	.RUSH	Rush			
			Rush Fabric Selection	22	Tiger			
10	1	HON	**HLED31AS**			List:	$745.00	$745.00
			31" LED LIGHT W/ POWER SUPPLY (SINGLE)			Sell:	$335.25	$335.25
						Sell %	55.00	
11	1	HON	**H105690**			List:	$1,350.00	$1,350.00
			10500 Series 36Wx24Dx29-1/2H Lateral File Two-Drawer			Sell:	$607.50	$607.50
						Sell %	55.00	
			Select Top Laminate Color	$(L2STD)	Grd L2 Standard Laminates			
			Select Top Laminate Color	.LPT1	Portico Teak			
			Select Chassis Laminate Color	LPT1	Portico Teak			
12	1	HON	**H10563**			List:	$1,282.00	$1,282.00
			10500 Series Lat File 2-Drawer 36W x 20D x			Sell:	$576.90	$576.90
						Sell %	55.00	
			Select Top Laminate Color	$(L2STD)	Grd L2 Standard Laminates			
			Select Top Laminate Color	.LPT1	Portico Teak			
			Select Chassis Laminate Color	LPT1	Portico Teak			
13	1	HON	**H105292**			List:	$738.00	$738.00
			1050 Series Bookcase Hutch 36"W x 37-1/8"H			Sell:	$332.10	$332.10
						Sell %	55.00	
			Select Top Laminate Color	$(L2STD)	Grd L2 Standard Laminates			
			Select Top Laminate Color	.LPT1	Portico Teak			
			Select Chassis Laminate Color	LPT1	Portico Teak			
14	4	HON	**HF23B**			List:	$46.00	$184.00
			Black Removable Lock Core Kit			Sell:	$20.70	$82.80
						Sell %	55.00	

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Account #/ID 89255307/120

WATER TREATMENT

Item	Qty	Mfg Name	Product			Price:	Unit	Extended
			Select Key Number	.X115E	115E			
15	1	HON	**HIWMM**			List:	$1,034.00	$1,034.00
			Ignition 2 Task Mid-back, ilira back			Sell:	$465.30	$465.30
						Sell %	55.00	
			Control Type	.Y3	Synchro-Tilt w/ Indep Back Ang			
			Select Arm Type	.A	Height and Width Adj. Arm			
			Select Caster/Glide Option	.S	Black All-Surface Caster			
			Select Mesh Color	.IM	4-Way Black			
			Select Upholstery	$(2)	Grade 2 Uph			
			Upholstery Selection	.WP	Whisper Vinyl			
			Whisper Vinyl	23	Luggage			
			Select Lumbar	.BL	Black Adjustable Lumbar			
			Select Base	.SB	Standard Base			
			Select Frame Color	.T	Black			
16	1	HON	**HSGS6**			List:	$1,190.00	$1,190.00
			Accomodate Set of Two Guest Chairs			Sell:	$535.50	$535.50
						Sell %	55.00	
			Select Arm Type	.F	Fixed			
			Select Caster Option	.E	Standard Nylon Glide			
			Select Upholstery	$(2)	Grade 2 Uph			
			Grd 2 Upholstery Selection	.WP	Whisper Vinyl			
			Whisper Vinyl	23	Luggage			
			Accommodate Frame Opt	.CBK	Charblack			
17	1	HON	**HTLSCULRND16MML**			List:	$786.00	$786.00
			Sculpt 16.5" Rnd Tbl -Med Mtl Legs Lam Top			Sell:	$353.70	$353.70
						Sell %	55.00	
			Grommet Selection	.N	No Cutout			
			Laminate Selection	$(L2STD)	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	.LPT1	Portico Teak			
			Select Paint	$(P1)	P1 Paint Opts			
			Select Grade 1 Paint	.P71	Black			
			Caster Selection	.G	Glide			
						Subtotal List:		**$13,098.00**
						Subtotal Sell:		**$5,894.10**

OPEN AREA

18	11	Safco	**TWB7224SS**	List:	$5,801.00	$63,811.00
			TechWorks, 72"W x 24"D x 26-38"H Adjustable Bench w/ Stainless Steel surface (no grommet)	Sell:	$3,480.60	$38,286.60
				Sell %	40.00	

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REDLANDS CA 92373

Account #/ID 89255307/120

WATER TREATMENT

Item	Qty	Mfg Name	Product			Price:	Unit	Extended
			TW Paint Finishes	HK5	Tech Silver			
19	22	Safco	**TWDRWR**			List:	$741.00	$16,302.00
			15"W x 6"H x 20"D, Utility Drawer without Lock (order lock separately)			Sell:	$444.60	$9,781.20
						Sell %	40.00	
			TW Paint Finishes	HK5	Tech Silver			
20	22	HON	**HIWMM**			List:	$942.00	$20,724.00
			Ignition 2 Task Mid-back, ilira back			Sell:	$423.90	$9,325.80
						Sell %	55.00	
			Control Type	.Y3	Synchro-Tilt w/ Indep Back Ang			
			Select Arm Type	.N	Armless			
			Select Caster/Glide Option	.S	Black All-Surface Caster			
			Select Mesh Color	.IM	4-Way Black			
			Select Upholstery	$(2)	Grade 2 Uph			
			Upholstery Selection	.WP	Whisper Vinyl			
			Whisper Vinyl	40	Black			
			Select Lumbar	.BL	Black Adjustable Lumbar			
			Select Base	.SB	Standard Base			
			Select Frame Color	.T	Black			
21	3	HON	**HFSC183640R**			List:	$1,504.00	$4,512.00
			Flagship Stg Cab 39 1/8Hx36Wx18D R Pulls-2 Adj Shlf			Sell:	$691.84	$2,075.52
						Sell %	54.00	
			Lock/Omt Opts	.X	OMT Core to Order Key Alike			
			Select Paint Color	$(P2)	P2 Paint Opts			
			Select Grade 2 Paint	.T1	Platinum Metallic			
22	3	HON	**HLSLR2036**			List:	$344.00	$1,032.00
			Voi 20"D x 36" W Rectangle Worksurface			Sell:	$154.80	$464.40
						Sell %	55.00	
			Select Laminate	$(L2STD)	Grd L2 Standard Laminates			
			Select Top Laminate Color	.LPT1	Portico Teak			
			Select Edge Color	DP	Portico Teak			
			Select Grommet	.X	No Grommets			
23	3	HON	**HPWRMOD2WC**			List:	$672.00	$2,016.00
			DISC 6/30/24 2 Receptacle 2 USB Worksurface Clamp			Sell:	$302.40	$907.20
						Sell %	55.00	
			Select Color	.STRM	Storm			

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Item	Qty	Mfg Name	Product			Price:	Unit	Extended
24	1	HON	**H10534**			List:	$1,317.00	$1,317.00
			10500 SeriesStack-on Storage 72"W x 14-5/8D x 37-1/8H			Sell:	$592.65	$592.65
						Sell %	55.00	
			Select Top Laminate Color	$(L2STD)	Grd L2 Standard Laminates			
			Select Top Laminate Color	.LPT1	Portico Teak			
			Select Chassis Laminate Color	LPT1	Portico Teak			
25	1	HON	**H105321**			List:	$862.00	$862.00
			10500 Series Stack on Storage 36"W x 14-5/8"D x 37-1/8"			Sell:	$387.90	$387.90
						Sell %	55.00	
			Select Top Laminate Color	$(L2STD)	Grd L2 Standard Laminates			
			Select Top Laminate Color	.LPT1	Portico Teak			
			Select Chassis Laminate Color	LPT1	Portico Teak			
26	1	HON	**H105349**			List:	$472.00	$472.00
			10500 Series Stack-on Storage Clearance End Panel Kit			Sell:	$212.40	$212.40
						Sell %	55.00	
			Select Laminate	$(L2STD)	Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish	.LPT1	Portico Teak			
27	1	HON	**HLED31A**			List:	$817.00	$817.00
			31" LED Light W/PwrSupplyForDaisyChain(STARTER)			Sell:	$367.65	$367.65
						Sell %	55.00	
28	1	HON	**HLED17AUO**			List:	$499.00	$499.00
			17"LED Lt w/8"JmprCordDaisyChain(FOLLOWR)			Sell:	$224.55	$224.55
						Sell %	55.00	
29	7	HON	**H9173R**			List:	$1,770.00	$12,390.00
			Flagship 30W 3-Drw "R" Pull Lateral 30W 39-1/8H 18D			Sell:	$814.20	$5,699.40
						Sell %	54.00	
			Lock/Omt Opts	.X	OMT Core to Order Key Alike			
			Select Paint Color	$(P2)	P2 Paint Opts			
			Select Grade 2 Paint	.T1	Platinum Metallic			
30	2	HON	**HFSC183664R**			List:	$2,166.00	$4,332.00
			Flagship Stg Cab 64 1/4Hx36Wx18D R Pulls&4 Adj Shlf			Sell:	$996.36	$1,992.72
						Sell %	54.00	
			Lock/Omt Opts	.X	OMT Core to Order Key Alike			
			Select Paint Color	$(P2)	P2 Paint Opts			
			Select Grade 2 Paint	.T1	Platinum Metallic			

Proposal

Date: 7/1/2024
Reference #: 619869

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Account #/ID 89255307/120

WATER TREATMENT

Item	Qty	Mfg Name	Product	Price:	Unit	Extended
31	1	HON	**HF23C**	List:	$65.00	$65.00
			Lock Core Replacement Kit Brushed Chrome	Sell:	$29.25	$29.25
				Sell %	55.00	
			Select Key Number .X116E 116E			
32	7	HON	**H919430**	List:	$600.00	$4,200.00
			30Wx18D Square Edge Laminate Top For Lateral File	Sell:	$270.00	$1,890.00
				Sell %	55.00	
			Select Laminate $(L2STD) Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish .LPT1 Portico Teak			
33	2	HON	**H919436**	List:	$748.00	$1,496.00
			36Wx18D Square Edge Laminate Top For Lateral File	Sell:	$336.60	$673.20
				Sell %	55.00	
			Select Laminate $(L2STD) Grd L2 Standard Laminates			
			Select Grade 2 Laminate Finish .LPT1 Portico Teak			
				Subtotal List:		**$134,847.00**
				Subtotal Sell:		**$72,910.44**

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34	1		**Fabrication**	List:		
			Labor to receive/deliver/install above product.	Sell:	$4,929.29	$4,929.29
				Subtotal Sell:		**$4,929.29**
			EST SALES TAX (8.75%)	Sell:	$7,326.71	$7,326.71
				Total List:		**$147,945.00**
				Total Sell:		**$91,060.54**

BUSINESS SOLUTIONS™
WORKSPACE INTERIORS

Proposal

Date: 7/1/2024
Reference #: 619869

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PAUL MARISCAL
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REDLANDS CA 92373

Account #/ID 89255307/120

WATER TREATMENT

Item	Qty	Mfg Name	Product	Price:	Unit	Extended

Proposal Notes
Deposit Required:
Additional Information:

ODP BUSINESS SOLUTIONS™ WORKSPACE INTERIORS

Proposal

Date: 7/1/2024
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WATER TREATMENT

Item	Qty	Mfg Name	Product	Price:	Unit	Extended

TERMS AND CONDITIONS OF PURCHASE
(FURNITURE – WORKSPACE INTERIORS)

1. ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
2. All prices are firm for thirty (30) days from date of proposal.
3. Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
4. All orders are subject to credit approval.
5. ODP Business Solutions requires a minimum deposit equaling 50% on all orders over $20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
6. All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
7. An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
8. Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
9. Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing rates may apply.
10. If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
11. Electric current, heat, hoisting and/or elevator service will be furnished without charge to ODP Business Solutions.
12. Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
13. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
14. ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
15. No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
16. ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
17. Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
18. Manufacturer warranties apply for parts only. Labor is not included.
19. It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
20. All items set forth in the quotation are non-returnable.
21. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
22. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
23. These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Customer PO#: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____

BUSINESS SOLUTIONS™
WORKSPACE INTERIORS

Proposal

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Reference #: 619869

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Account #/ID 89255307/120

WATER TREATMENT

Item	Qty	Mfg Name	Product	Price:	Unit	Extended

Special Instructions:

Proposal valid for 30 days

Financing options available, ask our team about our **Furniture Leasing Program**.

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

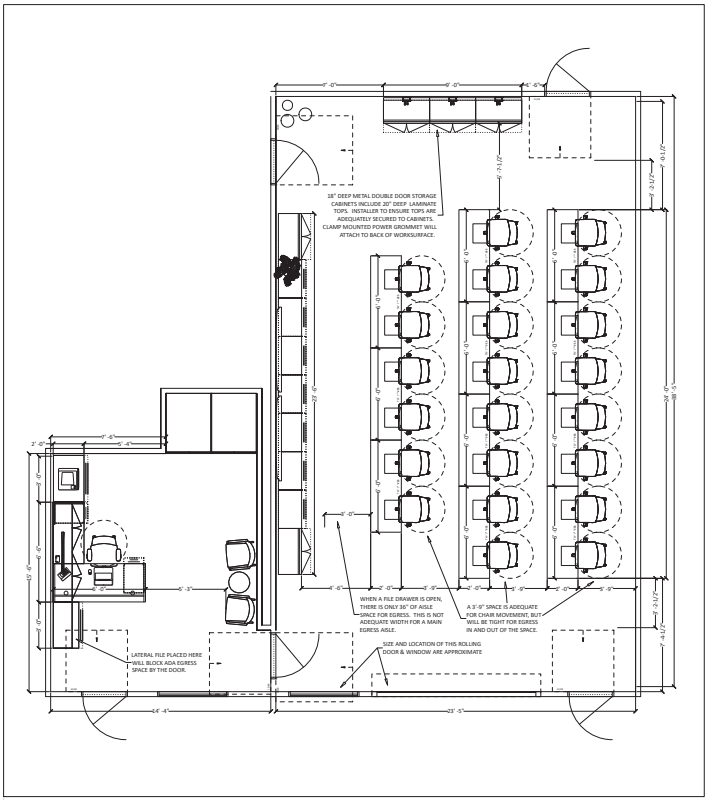
Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule



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NOTES:
*HON 10500 SERIES DESKING
*HON FLAGSHIP SERIES STORAGE
*HON IGNITION 2.0 SERIES TASK CHAIRS
*HON ACCOMMODATE SERIES GUEST CHAIRS
*SAFCO TECHWORKS SERIES STAINLESS STEEL TOP BENCHES WITH UTILITY DRAWERS

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Colors, textures, and patterns viewed from your screen or printer may vary from actual production due to individual computer/monitor settings. Physical samples can be sent prior to placing furniture order.

ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS
www.WorkspaceInteriorsOD.com

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NOTE: THESE ARE NOT CONSTRUCTION DOCUMENTS. ALL DIMENSIONS ARE RELATED TO FURNITURE ONLY.

CITY OF REDLANDS

1270 WEST PARK
REDLANDS, CA 92373

DATE	DECSRIP.	DWN
8/4/24	Initial Drawing	CS

WATER DISTRICT BUILDING B

SCALE: N.T.S.
SALES: P. MANERI
DESIGNER: C. SWISHER

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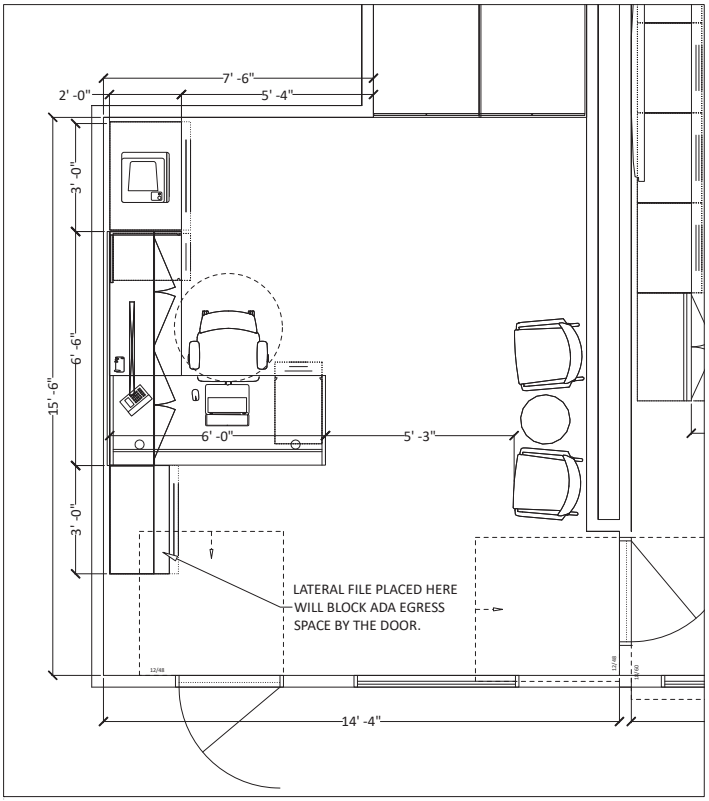

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NOTES:
*HON 10500 SERIES DESKING
*HON IGNITION 2.0 SERIES TASK CHAIR
*HON ACCOMMODATE SERIES GUEST CHAIRS
*HON SCUPLT SERIES OCCASIONAL TABLE

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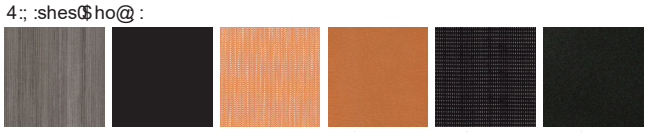

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Colors, textures, and patterns viewed from your screen or printer may vary from actual production due to individual computer/monitor settings. Physical samples can be sent prior to placing furniture order.

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ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS
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NOTE: THESE ARE NOT CONSTRUCTION DOCUMENTS. ALL DIMENSIONS ARE RELATED TO FURNITURE ONLY.

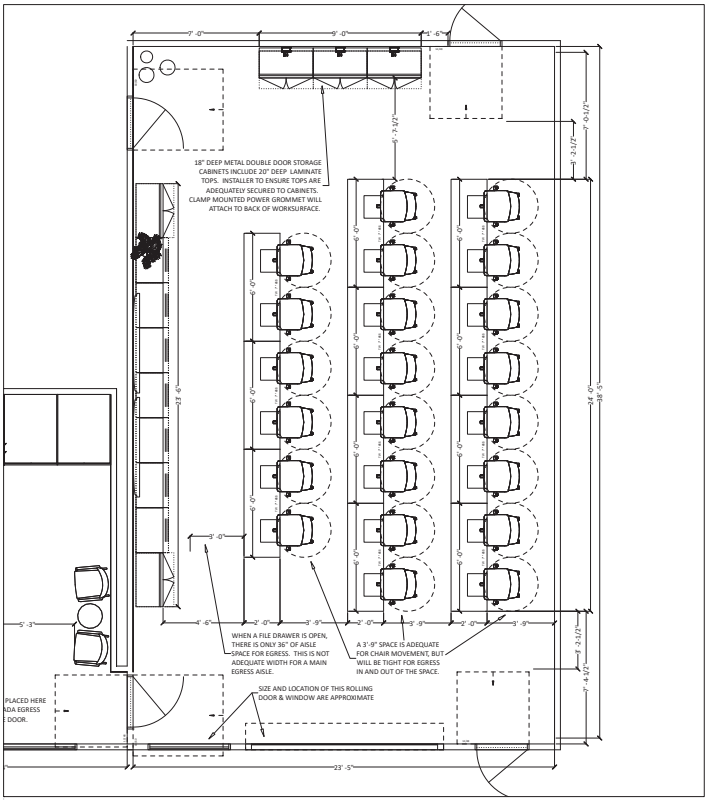
CITY OF REDLANDS

1270 WEST PARK
REDLANDS, CA 92373

DATE	DECSRIP.	DWN
8/4/24	Initial Drawing	CS

WATER DISTRICT BUILDING B

SCALE: 3/8" = 1'-0"
SALES: P. MANERI
DESIGNER: C. SWISHER



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NOTES:
*SAFCO TECHWORKS SERIES STAINLESS STEEL TOP BENCHES W/ UTILITY DRAWERS
*HON IGNITION 2.0 SERIES TASK CHAIRS
*HON FLAGSHIP SERIES STORAGE

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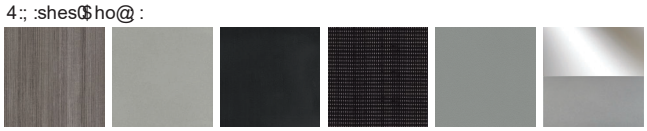

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www.WorkspaceInteriorsOD.com

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CITY OF REDLANDS

1270 WEST PARK
REDLANDS, CA 92373

DATE	DECSRIP.	DWN
8/4/24	Initial Drawing	CS

WATER DISTRICT BUILDING B

SCALE: 3/16" = 1'-0"
SALES: P. MANERI
DESIGNER: C. SWISHER

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Region 4 Education Service Center (ESC)

Contract # R191812

for

Furniture, Installation and Related Services

with

Office Depot, Inc.

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the Office Depot, Inc. effective May 1, 2020:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

This Contract ("Contract") is made as of May 1, 2020_, 2019 by and between Office Depot, Inc._ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing one hundred eighty days' notice to Region 4 ESC.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal

iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. At Contractor's discretion, purchase orders and payment may be made to Authorized Distributor/Dealer. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of

concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

   The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Either party may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect six months after the other party receives the notice of cancellation. After the 180th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and

conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot may institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The price set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70lbs in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverage, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Invoice are due thirty (30) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payment to Contractor; (b) Region 4 ESC is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

    In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests

for extenuating market conditions will follow the US Trade Representative website: https://ustr.gov, or other indices, U.S. domestic micro-economic fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc. *Should the terms of the extenuating market conditions change, the increase will be altered, reduce or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.*

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the

cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty (30) days' notice of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency, whose approval shall not be unreasonably withheld. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

TAB 1 APPENDIX A

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Office Depot, Inc.
Address	6600 North Military Trail
City/State/Zip	Boca Raton, FL 33496-2434
Telephone No.	(561) 438-4800
Email Address	valya.broyer@officedepot.com
Printed Name	Claudia Hughes
Title	Sr. Vice President
Authorized signature	Claudia Hughes

Accepted by Region 4 ESC:

Contract No. R191812

Initial Contract Term May 1, 2020 to April 30, 2023

Margaret S. Bass
Region 4 ESC Authorized Board Member

4/28/2020
Date

Margaret S. Bass
Print Name

Carmen T. Moreno
Region 4 ESC Authorized Board Member

4/28/2020
Date

Carmen T. Moreno
Print Name

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APPENDIX B: a. TERMS & CONDITIONS ACCEPTANCE FORM

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Office Depot agrees to utilize the language agreed to in the Office Depot Office Supplies contract with the acception to include #34 Tariff Surcharges.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Draft Contract	1)Term of Agreement	Mutual agreement for contract renewals. 90 days notice provided in the event of non-renewal.	
Draft Contract	9)Contract Alterations	Both parties vs only Region 4 ESC.	

Draft Contract	10)Adding Authorized Distributors/Dealers	Purchase orders and payment shall be made to Authorized Distributor/Dealer unless otherwise approved by Contractor.	
Draft Contract 11A	Cancellation for Non-Performance	Region 4 ESC shall issue written deficiency notice.	
Draft Contract 11c	Reimbursement for "all expenses" when required to buy on open market.	Office Depot strikes this sentence – but are open to discussing other options.	
Draft Contract 14	7 day ship after PO receipt	When delivery will take longer than 7 days for special order projects, we suggest that actual anticipated delivery time to be provided at time of quotation. Also included standard delivery language.	
Draft Contract 15	Inspection & Acceptance	Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	
Draft Contract 16	Payments	Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC r is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	
Draft Contract 17	Price Adjustments	Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core p~~P~~rice increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the	

		amount stipulated in the Contract shall be paid without prior approval. All core price increases must be supported by manufacturer documentation, or a formal cost justification letter. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC~~. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.	
Draft Contract 18	Audit Rights	Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. ~~Region 4 ESC~~ Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a thirdparty auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the	

		event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.	
Draft Contract 19	Discontinued Products	Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model ~~and if the discount is the same or greater than the discontinued model~~.	
Draft Contract 20	New Products/Services	New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products~~. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount,~~ and	
Draft Contract 22	Warranty Conditions	Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC or Participating Pgencies all manufacturer-supplied end-user warranties.	
Appendix A Draft Contract #25/Page 5 Contract	Registered Sex Offender Restrictions	Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section. Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.	
Draft Contract #32	Certificates of Insurance	Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall	

		endeavor to give Region 4 ESC a minimum of ~~ten~~ thirty (~~10~~30) days' notice ~~prior to~~of	
Draft Contract #34	Tariff Surcharges	Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency, whose approval shall not be unreasonably withheld. All surcharges	
2. c. vi./RFP Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
Ex B, Paragraph 12, Page 27	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales except truckload paper which is at 0.5%.	Office Depot and OMNIA Partners will discuss
Ex A, 2.1/Page 19	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
Ex A 2.2/Page 20	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
Ex A 2.3/Page 20	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'. Office Depot also strikes "Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a	

		consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement." Office Depot cannot allow customer contracts to dictate internal compensation decisions.	
Ex A, 3.3 J./Page 24	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
Ex A 3.3 M./Page 24	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	
3.3 M(2)./Page 24	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	

December 10, 2019

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77095

Dear Region 4 ESC Review Committee:

We appreciate the opportunity to present you with our comprehensive proposal to Solicitation 19-18 for Furniture, Installation and Related Services. Our team has prepared a complete package that will demonstrate our capabilities to provide Region 4 ESC & participating public agencies with unparalleled depth, breadth and quality of resources necessary to complete all phases of the Contract.

Our team believes Office Depot is uniquely positioned to provide the highest levels of service whether the furniture needs are immediate, with delivery requirements as soon as 24 hours, or for extensive and comprehensive projects as small as a single office up to brand new campuses.

24 hour delivery – through Office Depot's extensive, national distribution center, we are able to deliver thousands of furniture items as quickly as next business day.

Project Furniture – through Workspace Interiors by Office Depot, we will work with customers from concept to completion providing all the design services, project management, breadth of products from quality manufactures and full support throughout the entire experience.

Wide Range of Furniture Manufacturers – We have aligned with more than 200 furniture manufacturers for this response providing unparalleled access to quality products needed to complete any project.

For more than 32 years, Office Depot has been committed to our customers by providing best-in-class products and services. We have enjoyed working alongside Region 4 ESC and its cooperative partners since 1997. We do not take this relationship for granted and truly appreciate the opportunity to serve Region 4 ESC.

The entire Office Depot team would be honored to earn an award of Solicitation 19-18. Should you have any questions or concerns, please feel free to reach out directly to either me or Valya Broyer, our National Director of Strategic Partnerships.

Sincerely,

Claudia Hughes
Sr. Vice President, BSD Sales
Office Depot, Inc.

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TABLE OF CONTENTS

TABLE OF CONTENTS

TAB 1 DRAFT CONTRACT AND OFFER AND VENDOR CONTRACT SIGNATURE FORM 1

APPENDIX A – Draft Contract (redlined)

APPENDIX A – Offer and Contract Signature Form

APPENDIX A – Attachment 1 Office Depot Certificate – Claudia A. Hughes

a. APPENDIX B – Terms & Conditions Acceptance Form 13

TAB 2 PRODUCTS/PRICING 21

a. Products/Services Pricing

i. Pricing and Furniture Product Lines

ii. Office Depot Electronic Catalog

iii. Available Pricing and Methodology

iv. Shipping Charges

v. Warranties

vi. Return and Restocking Fees

vii. Value Added Program Rebates and Incentives

viii. Verifying Contract Pricing

ix. Payment Methods

x. Pricing Structure Update and Adjustment Frequency

xi. Future Product Introductions

xii. Additional Information

ATTACHMENT 2.1 – Workspace Interiors K-12 Furniture Line Card

ATTACHMENT 2.2 – Workspace Interiors Furniture Line Card

ATTACHMENT 2.3 – Sample Participation Agreement

FLASH DRIVE ATTACHMENTS –

Tab 2 – Electronic Catalog (Office Depot- Region 4 ESC Manufacturer Price Lists-Flash Drive Only)

Tab 2 – Office Depot Region 4 ESC Coded Furniture Core 120219

Tab 2 – Office Depot – Region 4 ESC - Special Order Pricing

TABLE OF CONTENTS

TAB 3 PERFORMANCE CAPABILITY 41

i. Detailed Response to Appendix D, Exhibits A

ii. Acknowledgement of Appendix D, Exhibit B

iii. Detailed Response to Appendix D, Exhibits F and G

iv. Emergency Orders

v. Average Fill Rate

vi. On-time Delivery Rate, Next-Day Delivery and Historical Rates

vii. Return and Restocking Policy

viii. Ability to Meet Service and Warranty Needs

ix. Customer Service Problem Resolution

x. Invoicing Process

xi. Contract Implementation and Customer Transition Plan

xii. Financial Condition

xiii. Website Link, Online Ordering and Reporting Capabilities and Functionality

xiv. Safety Record

xv. Additional Information – Green/Sustainability, Social Diversity Initiatives

ATTACHMENT 3.1 – Sample Reports

ATTACHMENT 3.2 – Performance Capabilities Warranties

a. APPENDIX D OMNIA Partners Documents Requirements for National Cooperative Contract. . .. .125

OMNIA Partners Exhibit A – Response for National Cooperative Contract

3.0 Supplier Response, 3.1 – 3.3 M2

OMNIA Partners Exhibit B – Administrative Agreement, Example (redlined)

OMNIA Partners Exhibit E – Contract Sales Reporting Template

OMNIA Partners Exhibit F – Federal Funds Certificate

OMNIA Partners Exhibit G – New Jersey Business Compliance, DOC #1-7

OMNIA Partners Exhibits C, D H. 229

ATTACHMENT 3.3D.1 – Dun & Bradstreet Report

TAB 4 QUALIFICATION AND EXPERIENCE 303

i. Brief History

ii. Reputation in the Marketplace

iii. Reputation of Products and Services

iv. Key Employees Experience and Qualifications

v. Government Sector Experience

TABLE OF CONTENTS

vi. Litigation, Bankruptcy, Reorganization, Investigations

vii. Customer References (see 4 a. Qualifications & Experience)

viii. Additional Information – Commitment to Region 4 ESC/OMNIA Partners

a. Tab 4 a. References. 317

TAB 5 VALUE ADD 323

i. Additional Information Related to Products and Services

Comprehensive Public Procurement Solutions

Committed to Service Public Agencies

Only at Office Depot

Solutions and Programs

Print Optimization

Environmental Strategy Summary

Advancing Technologies

Furniture

Healthy & Safe Work Environments

Efficiency Services

Closing Commitment

TAB 6 ADDITIONAL REQUIRED DOCUMENTS – ADDENDUM 1 APPENDIX C. 357

a. DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Attachment 1 Office Depot Open Records List

b. DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

c. DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

Attachment 2 Office Depot Form 1295

d. DOC #4 Texas Government Code 2270 Verification Form

e. Any Additional Agreements

DOC #5 Special Conditions

DOC #6 Questionnaire

Attachment 1 Doc #6 Diversity Programs

Attachment 2 Doc #6 Diversity Participating and Firms

DOC #7 Bid Guarantee

Receipt of Addendum No. 1 Acknowledgement

TABLE OF CONTENTS

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Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 1 APPENDIX A
CONTRACT OFFER AND SIGNATURE FORM

RFP 19-18

Furniture, Installation and Related Services

12-11-2019 2:00pm Central Time

COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

region 4

OMNIA PARTNERS

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APPENDIX A: CONTRACT OFFER AND SIGNATURE FORM

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between ***Office Depot, Inc.*** *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* ***Furniture, Installation, and Related Services*** *("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R**19-18** for ***Furniture, Installation, and Related Services*** ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods ~~or portions thereof~~upon mutual agreement. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract.

Contractor may elect not to renew by providing ~~three hundred sixty-five days' (365)~~ ninety (90) days' notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by ~~Region 4 ESC~~ both parties.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment ~~can only~~ shall be made to

the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by ~~Region 4 ESC~~ Contractor. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC ~~may~~ shall issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract; ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. ~~In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.~~

i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. ~~Region 4 ESC~~ Either Party may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive

authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70 lobs. In weight and/or 110" in length/width, bulk items, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Anticipated delivery time will be provided with quote when delivery cannot occur within 7 days.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC r is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core p~~P~~rice increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All core price increases must be supported by manufacturer documentation, or a formal cost justification letter. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC~~. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Notwithstanding any other provision to the contrary, in the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days;

and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. ~~Region 4 ESC~~ Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a thirdparty auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model ~~and if the discount is the same or greater than the discontinued model~~.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products~~. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount,~~ and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC or Participating Agneices all manufacturer-supplied end-user warranties.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. ~~For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.~~ If Region 4 agrees that Contractor representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Contractor can agree to the terms of this section. If not, then delete this section. Contractor's employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of ~~ten~~ thirty (~~10~~30) days' notice ~~prior to~~of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency, whose approval shall not be unreasonably withheld. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

TAB 1 APPENDIX A

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: **Office Depot, Inc.**

Address: **6600 North Military Trail**

City/State/Zip: **Boca Raton, FL 33496-2434**

Telephone No.: **(561) 438-4800**

Email Address: **valya.broyer@officedepot.com**

Printed Name: **Claudia Hughes**

Title: Sr. Vice President

Authorized signature: _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

Office DEPOT
OfficeMax
Taking care of business

SECRETARY'S CERTIFICATE

****

The undersigned, Joseph G. White, hereby certifies that he is Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware, United States of America (the "Corporation"), and that, as such, he is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Claudia A. Hughes serves as Senior Vice President, BSD Sales, and as such, she is authorized to execute bids and contracts for the sale of office supplies and other related office products and services, on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand and the seal as of the Corporation as of this 15th day of May 2019.

OFFICE DEPOT, INC.

By _____
Joseph G. White
Assistant Secretary

SEAL

OFFICE DEPOT, INC. CORPORATE SEAL DELAWARE 1986

Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 1 APPENDIX B
a. TERMS AND CONDITIONS ACCEPTANCE FORM

RFP 19-18
Furniture, Installation and Related Services
12-11-2019 2:00pm Central Time

COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

region 4

OMNIA PARTNERS

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APPENDIX B: a. TERMS & CONDITIONS ACCEPTANCE FORM

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Draft Contract	1)Term of Agreement	Mutual agreement for contract renewals. 90 days notice provided in the event of non-renewal.	
Draft Contract	9)Contract Alterations	Both parties vs only Region 4 ESC.	

TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT

Draft Contract	10)Adding Authorized Distributors/Dealers	Purchase orders and payment shall be made to Authorized Distributor/Dealer unless otherwise approved by Contractor.	
Draft Contract 11A	Cancellation for Non-Performance	Region 4 ESC shall issue written deficiency notice.	
Draft Contract 11c	Reimbursement for "all expenses" when required to buy on open market.	Office Depot strikes this sentence – but are open to discussing other options.	
Draft Contract 14	7 day ship after PO receipt	When delivery will take longer than 7 days for special order projects, we suggest that actual anticipated delivery time to be provided at time of quotation. Also included standard delivery language.	
Draft Contract 15	Inspection & Acceptance	Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	
Draft Contract 16	Payments	Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC r is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	
Draft Contract 17	Price Adjustments	Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core p~~P~~rice increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the	

		amount stipulated in the Contract shall be paid without prior approval. All core price increases must be supported by manufacturer documentation, or a formal cost justification letter. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC~~. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.	
Draft Contract 18	Audit Rights	Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. ~~Region 4 ESC~~ Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a thirdparty auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the	

		event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.	
Draft Contract 19	Discontinued Products	Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model ~~and if the discount is the same or greater than the discontinued model~~.	
Draft Contract 20	New Products/Services	New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products~~. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount,~~ and	
Draft Contract 22	Warranty Conditions	Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC or Participating Pgencies all manufacturer-supplied end-user warranties.	
Appendix A Draft Contract #25/Page 5 Contract	Registered Sex Offender Restrictions	Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section. Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.	
Draft Contract #32	Certificates of Insurance	Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall	

		endeavor to give Region 4 ESC a minimum of ~~ten~~ thirty (~~10~~30) days' notice ~~prior to~~of	
Draft Contract #34	Tariff Surcharges	Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency, whose approval shall not be unreasonably withheld. All surcharges	
2. c. vi./RFP Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
Ex B, Paragraph 12, Page 27	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales except truckload paper which is at 0.5%.	
Ex A, 2.1/Page 19	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
Ex A 2.2/Page 20	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
Ex A 2.3/Page 20	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'. Office Depot also strikes "Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a	

		consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement." Office Depot cannot allow customer contracts to dictate internal compensation decisions.	
Ex A, 3.3 J./Page 24	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
Ex A 3.3 M./Page 24	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	
3.3 M(2)./Page 24	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	

Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 2
PRODUCTS/SERVICES/PRICING

RFP 19-18
Furniture, Installation and Related Services
12-11-2019 2:00pm Central Time

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One Student at a Time
Office DEPOT

region 4

OMNIA PARTNERS

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EVALUATION PROCESS AND CRITERIA (PRODUCTS/PRICING)

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

a) Products/Pricing (40 Points)
b) Performance Capability (30 Points)
c) Qualification and Experience (20 Points)
d) Value Add (10 Points)

Office Depot acknowledges.

A. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Services/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

This proposal includes our full breadth of furniture product categories and turn-key solutions as outlined in the scope of the RFP. Pricing for our Office Depot catalog furniture assortment items will be reflected at the time of order entry on our private contract website, business.officedepot.com. Our invoicing capabilities allow for full pricing detail to further provide price verification. Please see *Attachments 2.1 & 2.2* – Furniture Line Cards that demonstrates our key strategic furniture partnerships that will be available to all Region 4 ESC participants.

For purposes of differentiating the two distinct offerings available through Office Depot, we will refer to the offerings as follows:

- Catalog/Stocked Furniture offering (Office Depot sometimes refers to these orders as "coded") – for customers that have immediate needs.
- Special Order/Non-Stocked/Project Furniture – for customers that have specific requests, have a longer lead time or long-term projects, we have a full-service furniture dealership to work with customers.

Special Order (non-stocked) furniture orders will require the Region 4 ESC contract number to process, and to obtain the correct (additional) manufacturers' discounting. All orders are price verified by furniture order management at time of order, and again at order acknowledgement to ensure the correct Region 4 contract price. Our invoicing statements provide line item detail of pricing and discount percentage.

Please refer to the Flash Drive attachment, *Tab 2 - Office Depot Region 4 ESC Coded Furniture Core 120219*.

Furniture Product Lines:

Office Depot has proposed our complete catalog of products and services including, but not limited to, the following categories:

- Systems Furniture: A complete and comprehensive catalog of all systems furniture, lines, and accessories available.
- Freestanding Furniture: A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and accessories not limited to pre-school items available.
- Seating/Chairs: A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating not limited to pre-school items available.
- Soft Seating: A complete and comprehensive catalog selection of soft seating for areas such as commons, libraries, waiting areas and open learning spaces. Products include, but are not limited to, lounge seating, modular linear seating, tables, and accessories.
- Filing Systems, Storage and Equipment: A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from Office Depot;
- Technology Support Furniture: A complete and comprehensive catalog selection of technology support furniture to support technology-based learning environments.
- Library Furniture: A complete and comprehensive catalog selection of library furniture including shelving.
- Science Laboratory Furniture: A complete and comprehensive catalog selection of science laboratory furniture.
- Cafeteria Furniture: A complete and comprehensive catalog selection of cafeteria furniture.
- Early Childhood Furniture: A complete and comprehensive catalog selection of early childhood furniture.
- Audio/Visual Furniture: A complete and comprehensive catalog selection of audio/visual furniture.
- Art Instructional Furniture: A complete and comprehensive catalog selection of art instructional furniture.

- Educational Office Furniture: A complete and comprehensive catalog selection of educational office furniture.
- Career/Technical Education Furniture: A complete and comprehensive catalog selection of career/technical education furniture.
- Auditorium/Theater Fixed Seating: A complete and comprehensive catalog selection of auditorium/theater fixed seating and related furniture.
- Modular Walls: A complete and comprehensive catalog selection of modular wall systems.
- Related Products, Support Services and Solutions: Related office interior products and design, "Quick Ship," design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, professional development, furniture leasing, asset management services, storage, buyback programs, furniture refurb and any other related products and services or solutions offered by Office Depot.

Allow Workspace Interiors by Office Depot to help simplify Participating Agencies' projects by using us as a resource to outfit their entire space. Utilizing our network of 200-plus furniture manufacturers throughout the United States and Canada gives Participating Agencies a tremendous amount of diverse product to choose from, limiting their need to source through multiple dealers. We have multiple vendors that are able to meet all of the categories listed above, please reference our pricing spreadsheet. Below are our preferred manufacturers:

HON NATIONAL global Kimball

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Please refer to the Flash Drive attachment, *Tab 2 - Electronic Catalog (Office Depot – Region 4 Manufacturer Price Lists-Flash Drive Only)*

iii. Is pricing available for all products and serviceso

Yes. However, there may be some Special Order items which will have to be quoted because the cost will be based on the actual specifications of the item.

Pricing Methodology:

Special Order Furniture

Office Depot is providing the complete product catalog from our manufacturer partners in our proposal. Our proposal includes manufacturer's current list pricers and specification guides. These manufacturer's catalogs, at a minimum, include, product descriptions, manufacturer model numbers, effective date of catalog and item list price. Please refer to the manufacturer Pricing on the Flash Drive.

Office Depot is offering a percentage discount off manufacturer catalog or list pricing, and additional discounting for larger single orders. Please refer to the Special Order Manufacturer Pricing on the Flash Drive.

Our net product pricing for agencies is based on a discount off manufacturers list prices and is tiered to offer agencies additional cost savings for volume purchases.

Catalog Offering/Furniture Core List

All references for the purposes of our pricing proposal as it pertains to a catalog offering will be made to the BSD Furniture Catalog assortment available at the time of order to Office Depot Business Solutions Division customers (BSD). This list of products contains 2 pricing tiers.

1. The Furniture Core List now contains more than 1600 items, available as soon as 24 hours at very aggressive pricing. Pricing for Furniture Core items will be visible on Office Depot's Business Solutions Division website located at https://business.officedepot.com ("BSD Website"). We have included the list of pricing and corresponding net prices on the "R4 Customer Copy" tab of Flash Drive Attachment *Tab 2 - Office Depot Region 4 ESC Coded Furniture Core_120219*.

2. Items that are not on the Furniture Core list and are in the BSD Catalog will receive a 20% discount from current web price. On each calendar quarter, with 30 days notification, the pricing will be updated. The furniture categories and corresponding discount from web are also included on "Noncore Discounts" tab in Flash Drive Attachment *Tab 2 - Office Depot Region 4 ESC Coded Furniture Core_120219*.

Products not in the BSD Furniture Catalog: Items not contained in the Office Depot BSD Furniture Contract Catalog but which are identified on www.officedepot.com, will be priced at the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order, exclusive of bulk pricing discounts or other specials. Notwithstanding anything herein to the contrary, clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, "Excluded Categories"). Furniture items that are not identified in the BSD

Catalog or on www.officedepot.com shall not be subject to the pricing methodology otherwise set forth in this Agreement. Rather, prices for such items, as well as Excluded Categories, will be established by Office Depot at its discretion and will be presented to the Participating Agency at the point of sale or otherwise at the time of order placement.

Hosted Catalog: For those Participating Agencies that require a static pricing solution to support complex and/or certain electronic procurement platform requirements, Office Depot reserves the right to provide customized static pricing files to meet the needs of that individual Participating Agency on an as needed basis as mutually agreed upon with the Participating Agency. It is understood that such pricing shall not be offered to other participating members; and such customized pricing will not be identified as an unacceptable variance for purposes of an audit review.

Pricing Updates: Pricing for products covered by this furniture agreement will be adjusted as follows:

Furniture Core List - Office Depot will update prices on the calendar quarter, with 30-days notice per the notification process identified in (ii).

Product Selection. In an effort to continuously improve its overall product selection, Office Depot reserves the right to add products, services and/or categories (e.g., move services, inventory management services, etc.) to the Contract that are related to the scope of the RFP and the Response, and/or which are related to the business that Office Depot provides to its customers from time to time. In such event, Office Depot will provide at least thirty (30) days prior notice to Region 4 ESC.

Office Depot 2020 BSD Furniture Catalog - Please note, Office Depot is currently finalizing our new contract catalog assortment for the 2020 calendar year. In completing our proposal, we have submitted items that represent the most comprehensive assortment based upon our current BSD contract catalog in use for the 2019 calendar year. There will be some items which are no longer available in the new 2020 contract BSD catalog and there will be a significant number of new items being added to the BSD contract catalog assortment. This will require a conversation between Region 4 ESC and Office Depot in order to ensure the availability of the broadest product assortment at the lowest contract pricing. This conversation and any subsequent decision should take place post award and prior to the effective date of the new contract should we be awarded. Any additions to the assortment for the purpose of adding them to the contract would be fully communicated and approval requested of Region 4 ESC a minimum of 30 days prior to the effective date of the new contract. Product deletions from the Office Depot BSD assortment will not require Region 4 ESC approval.

We have applied to the best of our ability any knowledge those assortment changes that we are aware of at this time in our proposal.

i. Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.

Office Depot understands and has complied.

Workspace Interiors by Office Depot Services and Fees	
Services	Fees
Design Services: Professional Interior Design Services available	Not to exceed $65/hr.
Project Management Services: Comprehensive Project Management services available upon request	Not to exceed $75/hr.
Architectural Services: Professional Architectural Services available upon request. Please note that all projects must be quoted.	Not to exceed $160/hr.

iv. Describe any shipping charges.
   i. Describe delivery charges along with definitions for:
      1. Dock Delivery
      2. Inside Delivery
      3. Deliver and Install

The pricing set forth in this Contract includes, dock (a loading dock or loading bay area of a building where goods from vehicles are loaded and unloaded) and/or room-of-choice (inside delivery) delivery. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, furniture, special order furniture and/or rush deliveries, and Hawaii, Alaska, and Puerto Rico orders. For Participating Agencies that require desktop delivery additional charges may apply. The additional freight charges for orders shipped to Hawaii, Alaska, and/or Puerto Rico shall be set uniformly be each market's retail delivery partner and impose a minimum order value ("MOV") of $50.00.

Office Depot shall impose a minimum order value ("MOV") of $50.00. In lieu of an MOV, a Participating Agency may elect to be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms. Office Depot reserves the right to waive the MOV or small-order delivery fee for, among other reasons, Participating Agencies that have efficient delivery requirements or complex ERP Systems.

Furniture Delivery Rates and Policy:

- In-stock furniture orders under 70 lbs. (based on total order weight) will be delivered at no extra charge to a ground-floor location on the next business day in most cases. Delivery date may be within 2-3 days based on the volume of orders. Office Depot delivery representatives will move packaging materials from these items to a customer-specified location at no extra charge upon request. Unpacking will not be provided by third-party delivery services.

- Our Enhanced Delivery Service is required for all in-stock furniture orders over 70 lbs. (based on total order weight). Some customers within our local delivery areas will receive next business day delivery; all others will be given the earliest delivery appointment available (within 7 business days) at the time an order is placed. Customers outside of our local delivery areas will be contacted within 2-3 business days of placing an order by our delivery carrier to schedule an appointment. In-stock furniture orders will be delivered by appointment by two-man teams and will be placed in the room of choice with minor assembly on select items (delivery and install). Packaging will be removed upon request. This fee is a per order charge, regardless of how many deliveries take place. Actual delivery fees to be provided at point of sale. Fees are subject to change without notice. Enhanced Delivery Service is not yet available in all areas. Please validate at checkout whether these fees apply in your area, or call (888) 263-3423 for details.
- Non-stocked catalog items furniture will be delivered to a ground floor location in the manufacturer's shipping carton at no additional charge.
- Furniture assembly service is available upon request for an additional fee. This service can be arranged and scheduled through a Customer Care Professional.
- Preferred delivery service is available for security and anti-theft chests/files and fire safes for an additional fee. Please call (888) 263-3423 at the time of purchase to arrange for preferred delivery service. This service includes delivery, unpacking, set up, and removal of debris. Deliveries requiring multiple flights of stairs may require additional charges.
- Simple Specials/Non Code Furniture (quick ship, customizable, transactional centered, small order) ship in 1 – 3 weeks after receipt of purchase order.

Special Order furniture (not available in our furniture catalog) - Assembly and Installation charges will be priced on a per project basis and are based factors including, but not limited to, project schedule/phasing, Union requirements, and local market labor rates. Freight, delivery assembly and installation charges are clearly marked on invoices. Upon request, Office Depot can provide an hourly rate breakdown by order for installation charges.

All other services, such as reconfiguration planning and design, furniture inventory assessment, etc., but not including new furniture specification and design services will be priced on a per project basis.

Drop ship - Shipping from manufacturer to end user DOCK only with end user supplying receiving services and processing - No lift gate services.

Inside delivery - Consolidation of purchase order items at local Workspace Interiors preferred vendor. Workspace Interiors will coordinate delivery inside the facility to a central location without stair carry. No dunnage removal.

v. Provide pricing for warranties on all products and services.

Office Depot warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.

Also see *Tab 3 Attachment 2 Office Depot Performance Capabilities Warranties.*

vi. Describe any return and restocking fees.

Catalog or "in-stock" furniture may only be exchanged or returned for a full refund if unassembled and in the original packaging (including all components and manuals) with UPC code within 14 days of purchase with no restocking fee.

Special Order/Custom furniture and Manufacturer Direct furniture cannot be returned or exchanged and are not available for restocking unless damaged upon receipt.

REFUNDS AND EXCHANGES

Your complete satisfaction is our primary concern.

At Office Depot, we want to be sure that every purchase is the right one for you. If you are dissatisfied with your stocked (coded) furniture purchase for any reason, you may return most furniture in their original packaging within 14 days of purchase for a replacement or full refund.

To place a return online, click on the Order Number under Order Tracking. Click on the Begin Return link on the Order Detail page to start the return process. For further assistance in processing your return online, or if the order does not have a Begin Return link, please contact the Technical Support Desk at 800-269-6888.

*Please Note: Only one return per order may be processed online. If an additional return is required please contact the Customer Care Desk at 888-263-3423.

Exceptions:

Special Order Furniture (noncode) Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER or sold through Workspace Interiors. If the item is defective or incorrect material is delivered, we will work with the purchasing agency to resolve, repair, or replace the item.

vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Office Depot Value Added Program Rebates and Incentives

Office Depot is pleased to present a program that goes beyond the RFP requirements as follows.

Volume Rebates: Office Depot will pay qualified Participating Agencies the following volume rebates:

Agency Annual Volume Rebate: Office Depot will pay Participating Agencies an annual volume rebate ("Agency Annual Volume Rebate") based on such Participating Agency's Spend, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. Agency Annual Volume rebates shall be calculated back to dollar one. The Agency Annual Volume Rebate shall be disbursed within ninety (90) days of of the contract anniversary and shall be calculated as follows:

Annual Spend	Annual Volume Rebate %
$500,001 - $1,000,000	1.5% of Annual Spend
$1,000,001 - $2,000,000	2.0% of Annual Spend
$2,000,001 - $3,000,000	3.0% of Annual Spend
$3,000,001 - $4,000,000	4.0% of Annual Spend
$4,000,001+	5.0% of Annual Spend

For purposes of the Furniture & Installation RFP, Contract Anniversary shall be based on the Office Supply & School Supply contract period beginning July 1 and concluding June 30th of each contract year during the terms of the contract. "Spend" shall mean Participating Agency's paid-for purchases net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, gift cards and warranties.

Copy & Print Adjacency Rebate: In addition to the Agency Annual Volume Rebate, Office Depot shall pay to Participating Agencies an annual Adjacency Rebate ("Adjacency Rebate") to those customers that spend $200,000 or greater in qualified Copy & Print solutions. The Copy & Print Adjacency Rebate shall be disbursed within ninety (90) days of the contract anniversary and shall be calculated as follows:

Adjacency	Achievement $	Rebate %
Copy & Print	$200,000+ Annually	5% of Category Spend

Alternative to Rebates: Notwithstanding the foregoing, at the Participating Agency level, Office Depot may agree to offer lower prices in lieu of anticipated rebate dollars to those Participating Agencies whose total Spend exceeds $500,000. To implement, Office Depot

will enter into an agency-level agreement, which will also provide for an annual reconciliation to ensure that the earned rebate dollars correlate to the additional discounts and adjustments to pricing will be made as necessary (a "true-up"). *A sample Participation Agreement has been provided at the end of this section and is labeled, Attachment 2.3.*

Tier One Alternative: Office Depot has developed a diversity purchasing initiative ("Tier I Program") that can be utilized by end customers to purchase products and services from small businesses, minority-or women-owned suppliers and service disabled veteran suppliers. We appreciate the opportunity to help our Tier I diversity partners while assisting Region 4 Participating Agencies to achieve their diversity spending goals. Our proposed program maintains the structure of known auditable pricing that Region 4 contracts provide Participating Agencies while meeting the diversity needs of the Tier I Partners.

In the event a Participating Agency wishes to purchase under the Region 4 Contract but also elects to utilize an Office Depot Tier I partner in connection with such purchases, Region 4 shall permit the Participating Agency to participate in Office Depot's Tier I program, provided such participation is in accordance with the terms of the Region 4 Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier I Program. The final unit price for the invoice will be the Region 4 contract sell price plus the Tier I program fee which shall be shall be negotiated among the Participating Agency, the Tier I partner and Office Depot.

viii. Describe how customers verify they are receiving Contract pricing.

At the time of order entry on our private contract website, business.officedepot.com, will show items that are part of the primary contract offering.

Furthermore, this proposal includes our full breadth of product offering. Our invoicing capabilities allow for full pricing detail to further provide price verification.

Special Order (noncode), project furniture orders require the Region 4 contract number to process, and to obtain the correct (additional) manufacturer's discounting. All orders are price verified by furniture order management at time of order, and again at order acknowledgement to ensure the correct contract price. Our invoicing statements provide line item detail of pricing and discount percentage.

Our furniture order management software is a closed loop system that includes current electronic manufacturer catalogs used to create accurate specifications and quotations. Our furniture ordering and invoicing are located on the same centralized IT platform keeping information consolidated—allowing for consistency throughout the process.

Office Depot also has an industry leading contract compliance department, which is not a part of our sales organization. Office Depot made a significant investment in creating an organization, dedicated to ensuring accurate customer pricing set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an on-line document management system which calendarizes the significant milestones of our legal agreements.

This provides us with visibility to those commitments that are time sensitive. In addition to our system enhancements, our team of Compliance Managers is responsible for establishing a consistent schedule of inspection ensuring that Region 4 Participating Agencies end users are receiving the service and pricing that Office Depot has committed to provide.

ix. Describe payment methods offered.

A. Check

B. Credit or Procurement Card (VISA, MasterCard, Discover, AMEX) only at point of sale

C. EFT

D. EDI

Office Depot offers Net 20 days payment terms. We will work with each customer to accept the payment methods that are mutually agreed and acceptable to the customer.

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Special Order Furniture

Office Depot guarantees the Discount from List set forth in *Attachment Tab 2 - Office Depot - Region 4 ESC - Special Order Pricing* for the life of the agreement.

Catalog Furniture Core List

Office Depot will update the Catalog Furniture Core List on the calendar quarter with 30-days notice and manufacturer documentation to support the change. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change.

Catalog Furniture – Non Core

Office Depot is proposing a Discount from Web Price for its Non-Core, BSD Furniture Catalog items. The proposed Discount from Web price table has been included in our price file submission and below.

Non-Core BSD Catalog items pricing will be updated on a quarterly basis in January, April, July and October of each year during the term of the Agreement. Items will be based upon the product assortment in the BSD Catalog at the time of order. Office Depot will take a

snapshot of web pricing, apply category discounts, and lock pricing for the quarter (until next update).

Notification Process for all Non-Core BSD Catalog Product Category Increases: Office Depot shall give Region 4 ESC at least thirty (30) days written notice of such price increase before any price increases take effect. Office Depot shall provide Region 4 ESC with an updated web-less category discount file for all Non-Core BSD Catalog items to verify that product price adjustments are being appropriately passed through to Region 4 ESC for Non-Core BSD Catalog items. In the event of extenuating market conditions, Office Depot reserves the right to adjust Customer's prices commensurately.

REGION 4 ESC FURNITURE WEBLESS DISCOUNT		
DEPARTMENT	CLASS	WEBLESS DISCOUNT
FURNITURE	DESKS & WORKSTATIONS	20%
FURNITURE	FURNITURE ACC	20%
FURNITURE	FILING	20%
FURNITURE	PRESENTATION BOARDS	20%
FURNITURE	OFFICE DECOR	20%
FURNITURE	BOOKCASES	20%
LIGHTING	TUBES	20%
LIGHTING	LAMPS	20%
LIGHTING	FIXTURES	20%
LIGHTING	BULBS	20%
SEATING	STOOLS/DRFTNG CHAIRS	20%
SEATING	SPECIALTY	20%
SEATING	FLOORING	20%
SEATING	STACK FOLD CHAIRS	20%
SEATING	MANAGERIAL	20%
SEATING	TASK	20%
SEATING	SEATING ACCESSORIES	20%
SEATING	EXECUTIVE	20%
SEATING	CHAIR MATS	20%
SEATING	ACCENT SEATING	20%
SEATING	RECPTN/GUEST SEATING	20%
SEATING	BIG & TALL	20%

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

When future product introductions are needed we will provide Region 4 ESC with the information concerning the product and the reasons for the introduction and the proposed pricing which will be based on the then current pricing structure within the contract unless there is no precedent, in which case we will propose pricing and negotiate in good faith to reach agreement.

Product Selection. In an effort to continuously improve its overall product selection, Office Depot reserves the right to add products, services and/or categories to the Contract that are related to the scope of the RFP and the Response, and/or which are related to the business that Office Depot provides to its customers from time to time. In such event, Office Depot will provide at least thirty (30) days prior notice to Region 4 ESC.

xii. Provide any additional information relevant to this section.

Employee Purchase Program: In an effort to continuously improve its customer-focused offering, Office Depot reserves the right to offer market-competitive pricing on select products (i.e., certain educational materials, classroom supplies, and copy and printing services) to employees of Participating Agencies (including teachers). This purchasing program shall enable employees of Participating Agencies to create an employee account. Employee purchases will be priced at a discount of ten percent (10%) off the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order. Employee purchases may be made at Office Depot's U.S. retail store locations or online at www.officedepot.com. Employees will be required to use a personal credit card for all purchases. Notwithstanding anything herein to the contrary, the aforementioned discount shall not apply to (i) products in the following categories (as such categories are identified on www.officedepot.com), Technology, Business Machines and Equipment, Custom Printing, Gift Cards, Shipping Services, Warranties, and U.S. Postage; and (ii) clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings. Items that are not identified in the BSD Web Catalog shall not be subject to the discounts or pricing under the employee purchase program. Rather, prices for such items will be established by Office Depot in its discretion and will be presented to the relevant employee at the point of sale or otherwise at the time of order placement. Any employee account shall be subject to approval by the Participating Agency whose employee desires to open an account. Purchases made by employees shall not be included in calculating an Agency Annual Rebate or any other rebate that a Participating Agency is entitled under the Contract. However, purchases made by employees shall be included for purposes of calculating the administrative fee due to Region 4 ESC.

Under this program, there shall be no delivery fee for orders over $50.00, but orders below $50.00 will be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms.

TAB 2 PRODUCTS/SERVICES/PRICING

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

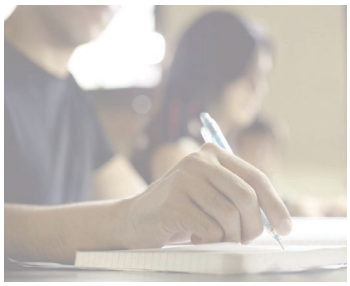
Acknowledged by Office Depot.

COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

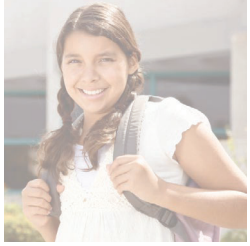
Line Card

OUR COMPREHENSIVE K-12 SPECIFIC FURNITURE LINE INCLUDES:

- Abco
- Acco Brands
- Adden Furniture
- Agati
- Allermuir
- Alumni Classroom Furniture
- AmTab
- Arcadia
- Aurora Storage
- Back App
- Barricks
- Balt
- Berco
- Best Rite
- BluDot
- Bold Furniture
- Bretford
- Claridge
- Clarin
- Clarus Glassboards
- ComforTek
- Coriander Designs
- Da-Lite Screen Co.
- Diversified Woodcrafts
- ECR4Kids
- Emeco
- Encore
- ERG International
- Eurotech Seating
- Evolve by Global
- FatBoy USA
- Fixtures Furniture
- Ghent
- Global Furniture Group
- Globalcare
- Gressco
- Hale
- Haskell
- High Point Furniture
- Hirsh
- HON
- Iceberg
- Institutional Furniture Concepts
- Jonti-Craft
- Kidstuff Playsystems
- KFI Seating
- Leisure Craft
- Liat
- Luxor
- Lyon Workspace
- Marco Group Inc.
- Media Technologies
- Moduform
- Mooreco
- National Office Furniture
- National Public Seating
- Nomad by Palmer Hamilton
- Norix Group
- Offices To Go
- OFM Inc.
- Oklahoma Sound
- Omni Pacific
- On Q by Encore
- Palmer Hamilton
- Palmieri Furniture
- Paragon Furniture
- Paramount Sleep
- ParkNPool
- People Friendly Places
- Safco
- Scholar Craft
- Shain Solutions
- Screenflex
- Senator Group
- SixInch
- Spec Furniture
- Spectrum Furniture
- Special T
- Staging Concepts
- SurfaceTech
- Surfaceworks
- Symmetry Office
- Symphony Tables
- Tenjam
- Ultraplay Systems
- Virco
- Vivaboard
- Waddell
- Wisconsin Bench



WORKSPACE
Interiors
by Office DEPOT



Workspace Interiors Line Card

Furniture products that respond to your needs.

Our comprehensive line includes:

3Form
3M
9 to 5 Seating
Acacia Originals
ACCO Brands
Aceray
Adden Furniture
AFC Industries
Agati
Alea
Allermuir
Allseating
Altus
Alumni Classroom Furniture
American Seating
AmFab, Inc.
AMQ Solutions
AmTab
Andreu World
Arcadia Contract
Arconas
Art Concepts
Artopex
Aurora Storage
Back App
Beaufurn
Bernhardt
BioFit
BluDot
Bold Furniture
Borroughs
Bradford Systems
Bretford
Brown Jordon
Cabot Wrenn
Cartwright, Inc.
Carolina Healthcare
Cape Contract
Charnstrom
Cherryman
Claridge
Clarus Glassboards
Compatico
Concept Seating
Conset America
Compel Office
Coriander Designs
Cramer
Creative Wood Products
Creative Hardwood
Da-Lite Screen Co.
Darran Furniture
Datum Filing Systems
Dauphin
David Edward
Deflecto Corp.
Design Within Reach
DeskMakers
DHive
Diversified Woodcraft
Doug Mockett
Dreamseats
ECR4Kids
Edsal Sandusky
Egan Visual
Ekitta
EKO Contract
Emeco
EMU Americas
Encore
Enwork
ERG International
ErgoGenesis
Ergonomic Concepts
ESI Ergonomic Solutions
Eurotech Seating
Evolve Furniture Group
Fatboy USA
Faustino's Chair Factory
Fellowes
FireKing International
Flexsteel
Friant
Furniture Lab
Gavco Industries
General Electric
Girsberger
Global Total Office
GMI Companies
Grand Rapids Chair
Grand Stands
Great American Picture
Great Openings
Gressco Ltd.
Grosfillex
Group Lacasse / Neocase
Hale
Hamilton Casework
Harden Furniture
Haskell Office
HAT Contract
HBF
Hi5 Furniture
Highmark Seating
High Point Furniture
Hightower
Hirsh
Hollman
HON
Humanscale
Iceberg
Indiana Furniture
Innovant
Inscape
Integra
Intensa
Iron Age Office
ISE
Jasper Group Brands
JH Carr
Jonti-Craft
Kannoa
Keilhauer
KFI Seating
KI
Kidstuff Playsystems
Kimball Office
Krug
Kwalu
La-Z-Boy Contract
Landscape Forms
Legacy Lockers
Leland International
Lencore Acoustics
Lesro Industries
Level 4 Design
Liat
Light Corp
Ligne Roset
Loftwall
Lumisource
Lyon Workspace
Magna Visual
Maispace
Marco Group Inc.
Martin Brattrud
Maxon Furniture
Mayline Group
Metro
Media Technologies
Medline
Mity-Lite
Moduform
MooreCo.
National Office Furniture
National Public Seating
Neutral Posture
Nevers
Nevins
Norix Group
Nova Solutions
Nucraft
Nxtwall
OCI-Sitwell
Office Master
Office Star
Offices To Go
OFM Inc.
OFS Brands
Open Plan Systems
Palmer Hamilton Brands
Paragon Furniture
ParkNPool
Patterson Pope
People Friendly Places
Peter Pepper Products
Prismatique Designs
PS Furniture
RDT Concepts
RFM Seating
Richelieu America
RightAngle
RT London
Rubbermaid
S.P. Richards
Safco
Sauder Manufacturing
Sauder Woodworking
Scholar Craft
Screenflex
Senator Group
Sentry Group
SisErgo
SitOnIt Seating
SixInch
Source International
Source Outdoor
Source Workspace
Spaceco
Spacesaver Inc.
SpaceStor
Spec Furniture
Special T
Staging Concepts
Stance Healthcare
Stylex
SurfaceTech
Surfaceworks
Symmetry Office
Symphony Tables
Systems 2/90 Inc.
Takeform
Tenjam
Tennsco
Tensator Inc.
The Marvel Group
Three H
Trendway
Tropitone Furniture
Tuohy Furniture
Ultraplay Systems
ULoft
UniSource
Versteel
Via
Watson
WCI
Wieland Furniture
Workrite Ergonomics
Zuo Modern

WORKSPACE Interiors by Office DEPOT

WorkspaceInteriorsOD.com | Phone: 877.543.0944

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

THE COOPERATIVE PURCHASING NETWORK
PIGGYBACK CONTRACT

BETWEEN
sPARTICIPATING AGENCYe
AND
OFFICE DEPOT, INC.

This Piggyback Contract ("**Contract**") of is made and entered into this sDATEe ("**Effective Date**"), by and between sPARTICIPATING AGENCYe (hereinafter referred to as the "**Customer**"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "**Office Depot**").

W I T N E S S E T H:

WHEREAS, on_____, 2019, and effective as of _____, 2019, The Cooperative Purchasing Network ("**REGION 4 ESC**") awarded Office Depot Region 4 ESC Contract No. _____ for Office Supplies, Related Products and Office Services (the "**Master Agreement**"), which permits government entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, Customer has chosen to become a participating government agency under the Master Agreement, and Customer has registered with REGION 4 ESC to become a participating government agency and is eligible to purchase under the Master Agreement; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement and this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT.
The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract (the "**Supplemental Terms**"), the Supplemental Terms shall prevail.

2. CREDIT TERMS.
Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

3. NOTICES.
All notices, requests, demands and other communications under this Contract shall be given in

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

writing. Such notices shall be deemed to have been given when delivered in person or three (3)business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer:	Agency Name Address City, ST, Zip Attn: Participating Agency Contact (Signator)
To Office Depot:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Susan Cummings, Vice President, Public Sector
with a copy to:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Office of the General Counsel

4. **TERMINATION FOR CONVENIENCE.**
Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

5. **ALTERNATIVE TO REBATES**.
As provided in the Master Agreement, Office Depot is offering, and Customer has agreed to accept, lower prices on select items in lieu of anticipated rebate dollars. The selected item or set of items that receive lower prices will be determined upon mutual written agreement of Office Depot and Customer. The price for each of these items may change with thirty (30) days prior notice to Customer. The prices and assortment of these select items may be updated by Office Depot in writing to Customer, including email. Quarterly reviews will be conducted to evaluate Customer Spend (as defined in the Master Agreement) to ensure the "in lieu of rebate pricing savings" coincide with the Agency Annual Volume Rebate (as defined in the Master Agreement) that would have otherwise been earned if this alternative to rebates had not been agreed upon. Any overages in dollars that would have been earned under the Agency Annual Volume Rebate in excess of $200.00 will be paid to the Customer by check within ninety (90) days of the end of the calendar year. Any overages less than $200.00 will be forfeited.

IN WITNESS WHEREOF, Customer and Office Depot have executed this Contract on the Effective Date.

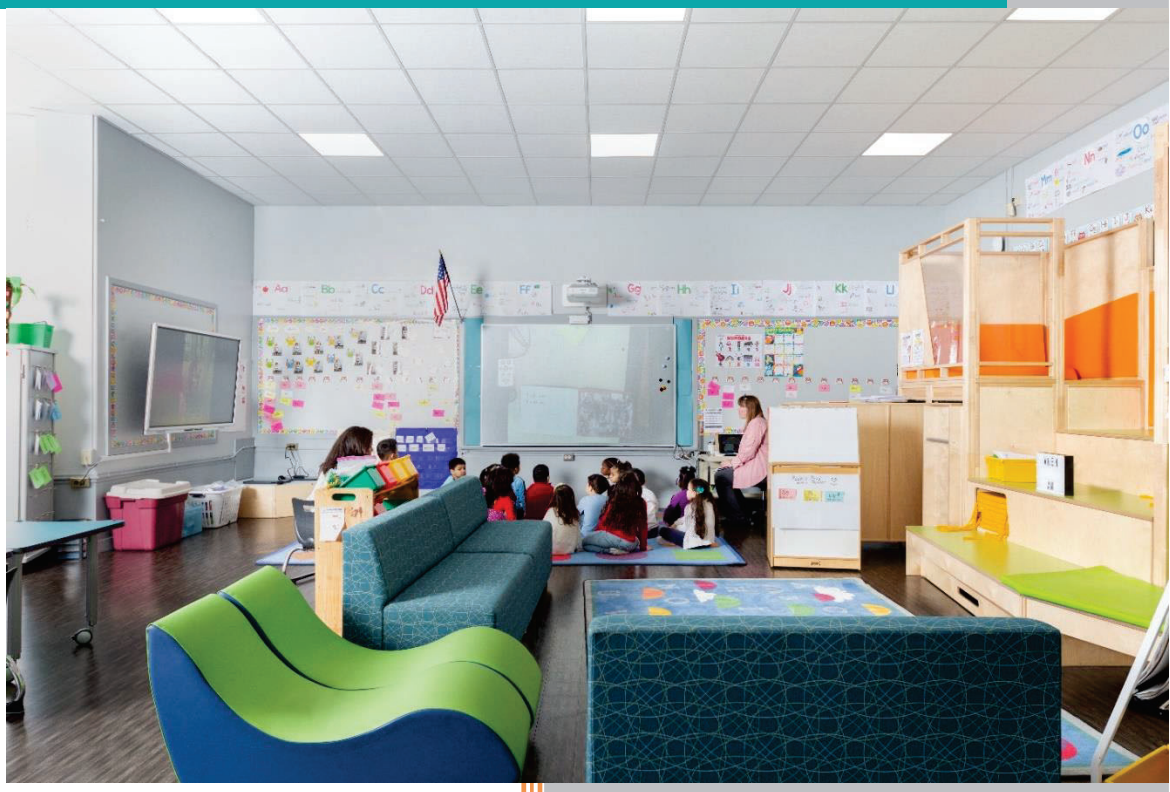
OFFICE DEPOT, INC.	**<PARTICIPATING AGENCY>**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 3
PERFORMANCE CAPABILITY

RFP 19-18
Furniture, Installation and Related Services
12-11-2019 2:00pm Central Time



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One Student at a Time
Office DEPOT

region 4

OMNIA PARTNERS

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EVALUATION PROCESS AND CRITERIA (PERFORMANCE CAPABILITY)

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

a) Products/Pricing (40 Points)
b) Performance Capability (30 Points)
c) Qualification and Experience (20 Points)
d) Value Add (10 Points)

Office Depot acknowledges

b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Office Depot has included our detailed response to Appendix D, Exhibit A, *Response for National Cooperative Contract* (Region 4 ESC), which includes Appendix D Exhibits as required.

Strong national presence

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Region 4 participating agencies at every step in the process…order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Having one single operational platform/blueprint throughout the country affords participating agencies the following benefits:

- *Consistent Operations/Service:* Because every location in the Office Depot system uses the same WMS program, all warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing*: Because every Office Depot facility uses the same WMS program and AOPS order entry system, Region 4 ESC pricing remains consistent nationwide. Your participating agencies will share a single Custom Price List and pricing structure for all domestic locations.
- *Consistent Reporting/Integrity*: Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.

- *Consistent products:* Each of Office Depot's 25 distribution centers stocks similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Workspace Interiors is the only furniture dealership in North America designed and structured with their own resources rather than alliances, in place to handle large, complex clients with multiple locations nationwide. The shared service model of Workspace Interiors allows our customers to easily leverage both local and national resources as you need them. This ensures districts are given the personal attention your business needs on a local level, backed by comprehensive national support.

Workspace Interiors works on a national scale, we have regional offices in 38 major metropolitan areas throughout the United States—putting the people in place with an in-depth understanding of local markets and just about any other market your business operates. We have over 200 team members who are cross trained in project management, design, order support and customer service across the country. Our unique structure ensures our customers receive consistent service, standardized process and procedures model.

Workspace Interiors has a proven process to manage projects of any size and complexity. The benefits of working with a single-source dealer can also be realized from a logistical standpoint. Our coast-to-coast distribution and installation network helps ensure that your organization receives consistent service anywhere in the country. Not only are we able to adapt to changing situations regarding projects, but also proactively share information across the network—allowing us to find effective solutions for projects based on similar previous experience and expertise. We can quickly loop in team members from multiple disciplines across the country to assist. That means local contacts can reach out to our national network to solve any problem that may arise, providing you with specific answers regarding design, logistics, or any other relevant discipline.

Training and educating our National Sales Force

Recognizing the value of the Region 4 ESC/OMNIA Partners program for our current and potential customers, Office Depot partners to position and train our national sales force, especially those serving the public sector, in the benefits of the Region 4 ESC contracts. Our dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the Region 4 ESC Contract. This dedicated team will work closely with our local sales representatives as well as our inside sales representatives, ensuring all teams are properly trained to service customers participating in the Region 4 ESC Furniture, Installation, and Related Services program. Training includes webinars highlighting the details of the program and positioning the Region 4 ESC furniture offering. Sales team training is a continuous process, commencing with the contract implementation and continuing through the term of the contract, including any renewals and extensions. All appropriate Sales Representatives are trained in ongoing sessions by dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary sales sheets and other promotional material appropriate for their customer base.

National Marketing Plan

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will leverage our existing customer case studies and best practices and demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters. Office Depot's national marketing plan includes a press release, social media announcements, direct mail campaigns, co-branded collateral materials, advertising the partnership in trade and industry publications nationwide, and participation in trade shows.

Office Depot's team approach to implementing and supporting a contract of this size and significance means we will align several groups within our organization to ensure the seamless execution and ongoing management of our Region 4 ESC/OMNIA Partners contract. This multi-disciplinary approach will include the following:

- Merchandising Team – goes to market focused specifically on the public sector
- Pricing Group – ensures items reflect contract pricing at all times
- Contract Compliance Team – ensures all bidding and pricing practices are in compliance and uphold the Region 4 ESC/OMNIA Partners/Office Depot partnership agreement
- Legal Team – provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff –committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- Ecommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization – provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Reporting– provide efficient reporting to meet the evolving needs of Region 4 ESC/ OMNIA Partners.
- Customer Care Organization – understands the nuances of large contracts and works to provide participating agencies with top-notch customer care
- Delivery Network – provides dependable next business day delivery supported by industry-leading order tracking solutions
- Sales Organization – committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

Office Depot will continue to educate government and education agencies on the benefits and efficiencies of cooperative contract purchasing through the Region 4 ESC program. Specifically, we have deployed additional resources to support business development activities and new agency acquisition in the following areas:

- Field Sales Team – Mid-to-large agency acquisition
- Inside Sales Team – Small agency acquisition
- Emails, web banners, pre-login content, videos, sell sheets, weekly marketing updates, BSD communications

The three-prong Region 4 ESC strategy will focus on participating agencies of all sizes:

1. Customers:

- Develop and evolve Region 4 ESC Participating Agencies' profile for targeting and sales deployment
- Develop nurturing strategy, emphasizing Region 4 ESC optimization messaging through decision stages
- Satisfy objectives and criteria of cross-functional decision makers (i.e., Finance, IT, Purchasing)

2. Products & Services:

- Build a services innovation engine and transform current product-focused business culture
- Drive growth opportunities through cross-sell of supplies, other products and services

3. Sales & Marketing:

- Continue developing product category expertise throughout the sales organization
- Implement a comprehensive marketing strategy targeting new buyers within existing accounts
- Establish processes and tools enabling effective pipeline management and predictable revenue streams
- Become a brand name associated with Region 4 ESC within the target market

Office Depot has provided our proposed 90-day Marketing Plan later in this section and in Appendix D of Tab 3, which includes our marketing launch process plan.

OMNIA Partners Tracking and Reporting

Office Depot will provide customer-centric business reviews and reports for our customers. Our Business Review process is a high-level summary that ties together the statistical information we gather on our performance and service levels. We will provide OMNIA Partners-specific performance data by Region 4 ESC participating agencies, geographic location or business unit. Each business review completed will then be rolled up into a master review of for entire cooperative. This process of creating multiple reviews allows us to compare each of your participating agency locations against one another to find best practices, innovations, and ensure all locations are performing to minimum Region 4 ESC standards.

Our review will be customized to provide the specific format and metrics that Region 4 ESC would like to evaluate. The goal of these reviews is to provide you with more than "raw data." Our objective is to create documents that will show you in one page how we are doing in meeting your objectives in the following areas: Achievement of your business goals, IT and systems interface performance, delivery, service-level, customer satisfaction, compliance and rogue spend, transition success and strategic development.

TAB 3 PERFORMANCE CAPABILITY

The Office Depot account management team will assist each Region 4 participating agency location by analyzing spend and usage data. This process helps you by providing a consistent regular customer focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer, and analyze actual product usage.

Business Reviews include:

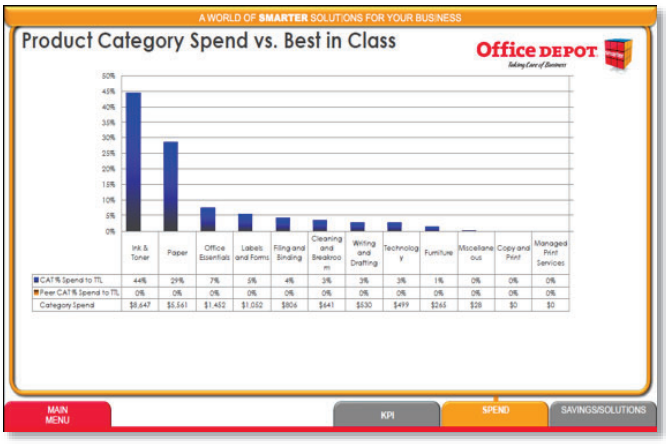
- Our customers' initial objectives
- Previous time period accomplishments and objectives for the next reporting period

Sales Statistics:

- Purchases by product group
- Purchases by location
- Average monthly purchases
- Special categories

Performance Measurements:

- Customer Report Card
- Customer Quarterly Review
- Customer Evaluation Survey
- Office Depot's plan of action to ensure customer satisfaction



Independent Business Reviews:

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys
- Store Exit Interviews

Key performance indicators

- Spend and average order analysis
- Fill rate and order accuracy

Purchasing trends and best-in-class comparison

- Net spend and product category spend

- Product category spend vs. peer group average
- Office Depot brand spend by product category
- Top product purchases
- Accounts receivable aging

Savings and solutions

- Diversity spend analysis
- Electronic orders and invoices
- Average order savings opportunities
- Office Depot GreenerOffice™ Dashboard

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Office Depot has reviewed Appendix D, Exhibit B, *Administration Agreement*, and outlined our proposed exceptions on the *Term and Conditions Acceptance Form* in Tab 1 as required.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Office Depot has executed Appendix D, *Exhibits F and G* and have incorporated them under Appendix D of Tab 3 as required.

iv. Describe how Offeror responds to emergency orders.

Office Depot is prepared to provide next-business-day delivery to over 95% of the U.S. Next-business-day delivery of your in-stock orders operates through three elements, and Office Depot offers you better performance in each area: Inventory, Order Cut-off times, and Delivery Network.

Inventory: Office Depot stocks, on average, more than 15,000 SKUs in our Delivery Centers. In addition, we consistently achieve over a 98% line item fill rate company wide.

Order Cut-Off Times: Office Depot's standard delivery lead time is next business day for stocked items on orders received by Office Depot online or via phone by 5:00 p.m. on a business day. Orders outside of our next-business-day delivery zone are shipped by UPS and delivered within 2 business days.

Delivery Network: Office Depot's B2B Delivery Network allows us to maintain a local, regional, and national presence. We outsource our deliveries with contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers more than 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time
- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Items may be purchased in an Office Depot or OfficeMax Retail Store at contract prices by your authorized buyers any time the store is open

Emergency Orders

Typically, Office Depot's turn-around time for emergency orders is 4 hours. Office Depot will offer same-day delivery within 30 miles of our stocking facilities direct-service markets at no additional charge if the emergency is due to our error. We can make same-day deliveries to these locations when we receive the order by 12:00 noon local time.

Courier charges will be added to the customer's account for emergency orders that are not due to an Office Depot service failure. Office Depot will not mark up the courier charges, only pass on any additional costs for same-day delivery.

Starting with your Workspace Interiors main point of contact, for Special Order Furniture (noncode), will work with you and the manufacturer to expediate furniture orders.

v. What is Offeror's average Fill Rate?

- Order Fill Rate – The percentage of orders that were 100% filled on the first delivery schedule for the ship-to location – 97.70%.
- Line Fill Rate – The percentage of line items ordered that were 100% filled on the first delivery scheduled for the ship-to location – 99.22%

On-Time Delivery – The percentage of deliveries that were made on the promised schedule for the ship-to location – 99.13%

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

The closest calculation to an on-time delivery percentage would be our percentage for Orders Delivered Next Day. Although we track this performance result, we do not tabulate it like we do our fill rates. Each warehouse location has a percentage of orders delivered next day. Depending on their location, they may service more remote locations than other warehouses. Overall, as a company, our on-time delivery percentage could be estimated at 99% and has historically ranged in the 97-99% range.

On-Time Delivery – The percentage of deliveries that were made on the promised schedule for the ship-to location – 99.13%

vii. Describe Offeror's return and restocking policy.

Your complete satisfaction is our primary concern. At Office Depot, we want to be sure that every purchase is the right one for you. If you are dissatisfied with your stocked (coded) furniture purchase for any reason, you may return most furniture items in their original packaging within 14 days of purchase for a replacement or full refund.

To place a return online, click on the Order Number under Order Tracking. Click on the Begin Return link on the Order Detail page to start the return process. For further assistance in processing your return online, or if the order does not have a Begin Return link, please contact the Technical Support Desk at 800.269.6888.

*Please Note: Only one return per order may be processed online. If an additional return is required, please contact Customer Care at 888.263.3423.

Exceptions:

Special Order Furniture (noncode) Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER or sold through Workspace Interiors. If the item is defective or incorrect material is delivered, we will work with the purchasing agency to resolve, repair, or replace the item.

viii. Describe Offeror's ability to meet service and warranty needs.

To the extent Customer requires Office Depot to provide warranties on products sold to Customer, Office Depot's warranties shall be limited to Office Depot-branded products. For all other products, Office Depot will pass through to Customer, to the extent permissible under applicable law, all manufacturer-supplied end-user warranties. Workspace Interiors guarantees all the products sold. Should the end user encounter manufacturer warranty issues, Workspace Interiors will work on your behalf to complete prompt repair or replacement of furniture with the manufacturer. Errors and damages that occur as a result of a Workspace Interiors error will be handled promptly through repair or return and replacement of the product. Office Depot's delivery service is described under Appendix D per the proposal format of the RFP. Please reference the full manufacturer warranties in this response. Please refer to Tab 3 *Attachment 3.2 Warranties*.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Catalog/Coded Furniture

The National Customer Care Desk is available by toll-free phone, email, online CHAT, and toll-free fax Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. EST (CHAT 8:00 a.m. to 11:00 p.m. Eastern Time). We also provide online ordering 24/7/365, which includes many friendly services such as live inventory status, customized shopping carts, full detailed descriptions of products, and variable search parameters. Online "chat" assistance is currently available Monday through Friday from 8:00 a.m. – 11:00 p.m. EST for Contract customers and 24 hours a day, 7 days a week for retail customers.

Your Participating Agency's designated Account Management Team will be the secondary contact for all account related issues or concerns. Once your contract has been awarded, a customer-specific plan will be provided with contacts and phone numbers.

More than 90% of the queries to our Customer Care Team are resolved during the initial contact. Unless there are extenuating circumstances, most remaining issues are resolved within a four-hour timeframe.

We offer several levels of problem resolution:

- Immediate resolution on the phone
- Standard research/resolution time within two hours
- Extended research/resolution time within four hours
- Complex circumstances involving one or more departments and/or locations with mutual

Management involvement and/or approval may take several hours or days for final resolution.

Issue resolution and problem escalation will be managed through our formal Customer Resolution Form (CRF) process to ensure each issue is documented, tracked, and monitored until resolution. Office Depot's problem resolution CRF is a software system that tracks every issue not resolved on the first contact. This system ensures no problem goes unresolved. Every issue that can't be resolved on the initial phone call is identified as mission critical, urgent, or important and then escalated through the CRF process until resolved in our agreed-upon SLA terms.

Workspace Interiors by Office Depot relies on our proven processes for quick resolutions to needs as they arise with implementation via a single platform on a national basis. These processes help us minimize risks by being a proactive partner from the start of all projects, regardless of size or scope. In the event of any issues that may arise, we would rely on our team of furniture experts to respond with urgency, backed by our leaders within the organization. The regional sales director of Workspace Interiors is ultimately responsible for the overall success of every opportunity that runs through the organization. The sales director takes pride in empowering Workspace Interiors' associates to grow professionally by increasing knowledge and capabilities to better serve and delight our customers. Team members are further empowered through open communication for collaboration and problem solving, backed by tools required to get the job done.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Office Depot can provide Participating Agencies a complete Individual Invoice and Consolidated Billing program on a local, department, or organization wide level. Multiple fields can be customized to accommodate the specific terminology of your order process. Region 4 ESC accounts can be implemented to require and/or validate specific account information at the time of placing your order. Various options available depending on whether the billing is in paper or electronic format.

Invoice Billing

An invoice is generated for each order placed by the Participating Agency end user. The invoice can be sent either in daily, weekly, semi-monthly, or monthly intervals directly to the primary address or indirectly to the "Ship-To" location(s). Also, any of the "Header Titles" that are listed under the optional information section can be renamed as necessary. This can be done by paper or electronic format.

Standard information on all invoices:

- Account Number
- Account Manager
- Order Number
- Order Date
- Ship Date

Optional information that can be added to the invoice:

- "Ship-To" ID
- Department Name/Number
- PO Number
- Release Number
- Desktop Location

Media Types Available for Invoice Billing:

- Paper
- EDI
- ePDF
- eXLS
- eTXT
- CSV
- FTP (File Transfer Protocol)

Consolidated Billing

A consolidated or summary bill is generated for all orders reconciled within a given time period. Your consolidated bill can be sent weekly, semi-monthly or in monthly intervals directly to the primary address or indirectly to the "Ship-To" location(s) by paper or directly to the primary address electronically. Summary bills can be sorted, totaled or have page breaks with any of our header options. Also, any of the header titles can be renamed as necessary.

If Participating Agencies select consolidated/summary bill, they must agree to pay the invoice in full. If they have any disputes, they simply need to advise Customer Care or your Sales Representative, who will research and issue a credit memo for valid dispute(s), which will be reflected on the subsequent consolidated/summary invoice. Participating Agencies cannot short or partial pay consolidated/ summary invoices.

- Annual spend must be $60K or greater, and electronic delivery is preferred.
- When Agencies send payment, simply include the consolidated/summary invoice number on your remittance.

eBill EDGE

Office Depot has developed an entirely new Green billing system. With eBill EDGE Region 4 ESC Participating Agencies will now be able to receive their billing documents in PDF or XLS format as a file attachment sent via email.

The advantages of eBill EDGE for Participating Agencies as customers are listed below.

- Bills will be received more quickly via email than postal mail, allowing more time for processing.
- Bills can be emailed to multiple recipients, eliminating the need to produce and distribute paper copies.
- Bills can be stored electronically, eliminating the need for bulky physical storage.
- Agencies can contribute to "green" initiatives by reducing their carbon footprint.
- Agencies can opt to receive in an Excel format that can be directly uploaded to their accounts payable system.

Office Depot has various eBill formats from which to choose to best fit Participating Agencies' needs.

PDF – We have three PDF formats to choose from:

1. PDF Invoice – Our most popular invoice format. Customers choosing this format can opt to sort the SKU items by cost center, ship-to location, or purchase order.

2. PDF Consolidated with Detail – For those who wish to pay by consolidated bill, this format can sort and subtotal the invoices by cost center, ship to location, or purchase order.

3. PDF Consolidated with NO Detail – For those who wish to pay by consolidated bill and do not need to see line item detail. Offers the same sorting and subtotaling options in a summarized view.

XLS – We offer several Excel formats as well:

1. Excel with Detail and Logo – All order detail presented in a spreadsheet format with key data summarized at the top of the sheet. Sorting and subtotaling options are available.

2. Excel with Detail and NO Logo – Ideal for those looking for a file that is easily uploaded to their payables system. Can also be sent without column headings for a "data only" file.

3. Excel with NO Detail with Logo – Perfect for customers requiring an Excel format without item detail. Sorting and subtotaling options are available as is the ability to exclude summarized data and/or headings at the top of the sheet.

Signing up for eBill EDGE

If Participating Agencies would still like their current paper bill format and would like it sent via email, then either they or their Account Representative can send an email to billingsetup@officedepot.com with Agency Name, Contact Information (email and phone number), and Account Number. Ideally, a departmental mailbox like accounts.payable@mycompany.com should be used.

If a Participating Agency would like to change their bill format, please review the sample formats, select the one they prefer, and have the Agency's Account Representative send an email to billingsetup@officedepot.com with the necessary information.

Electronic Data Interchange (EDI)

EDI technology has been used since 1989 by Office Depot customers to speed purchasing, invoicing and banking. Typically, EDI systems employed by our customers are often linked directly to corporate accounting systems. EDI users have the option to create their order in an interactive mode using the search and browse capabilities of the Office Depot Internet catalog. After Participating Agencies create the order, it is routed back to their EDI system. There it is converted to the universally accessible ANSI x .12 format before being sent through the standard EDI processing.

E-Procurement Integration

Office Depot processes well over 100,000 orders per week via third-party e-procurement platforms. We can integrate through EDI or XML for a dynamic punchout experience. We are one of the largest suppliers on the Ariba network and the Perfect Commerce platform. We have agreements with all of the major players in the third-party e-procurement market, including Ariba, PeopleSoft, Jaggaer, Oracle, Data Stream, SAP, and more.

Store Purchasing Card (SPC)

We have more than 1,300 Office Depot/OfficeMax retail stores nationwide. Our national retail program allows our customers to shop at any of our retail locations for emergency, after hours and weekend purchases. Our Store Purchasing Card (SPC) is distributed to authorized users permitting them to make retail purchases in an Office Depot/OfficeMax retail store while receiving your negotiated contract pricing. Functionality within our network has been developed to provide multiple payment options including: Account Billing Only, Both Account Billing and Other Payment (cash, check or credit card) and Cash, Check, or Credit Card.

Procurement Cards (P-Cards)

Office Depot accepts credit card payments by Visa, MasterCard, or American Express. All Office Depot purchases can be paid with this card, whether by phone, fax, internet or in-store shopping, including Copy & Print projects. We offer Level II and up to Level III data for procurement card purchases. The details of the Level III data reporting are worked out between our customers and their respective banks. This includes such information as – SKU number, quantity detail, purchase order number, department number, or other specified fields of information.

The customer is required to register each P-Card in order to be offered this service. The registration of P-Cards is done in bulk during contract implementation or on an individual basis when needed and does require an overnight system roll-up process, which means there is a one day wait required from registration before the initial use in a Retail Store.

Payment Terms

Our standard billing payment terms are Net 20 days from invoice date. We will work with each customer to accept the payment methods that are mutually agreed and acceptable to the customer.

xi. Describe Offeror's contract implementation/customer transition plan.

Office Depot will provide Region 4 ESC Participating Agencies a dedicated and experienced global implementation team to larger customers needing special account set-ups to ensure your new Furniture, Installation, and Related Services contract is professionally and seamlessly implemented accurately and on time. Each member of our team will have specific responsibilities and progress milestones that will be identified and communicated to exceed implementation expectations.

Implementation Team Roles and Responsibilities:

- Introduce key stakeholders
- Review account performance requirements
- Identify required account set up information to be provided to the implementation team
- Review invoice and reporting requirements
- Review delivery requirements
- Review approval work flows

Implementation Project Plan and Checklist

Implementation Project Plan

The plan establishes a jointly agreed set of activities and timetable between Region 4 ESC Participating Agencies and Office Depot for all significant events, from awarding the contract to starting of full-scale service delivery. The plan will enable us to:

- Set project scope and requirements
- Agree on short, medium and long-term objectives and schedule reviews
- Outline roles and responsibilities for each activity
- Establish dependencies between key activities
- Control processes for monitoring and reporting progress
- Outline contract criteria between both parties
- Confirm ordering methodologies and eBusiness strategies

Implementation Checklist

The checklist details all operational aspects of the contract, facilitating communication between all parties. It will provide a key method of monitoring progress against agreed objectives, which include:

- Outlining local account structure
- Collating data
- Planning customer site visits and onsite training requirements
- Tracking logistics and warehousing requirements
- Specifying local service-level agreements

Transition from Existing Suppliers

Office Depot will once again develop a thorough understanding of your new contract which is fundamental to a successful transition. Your implementation manager is responsible for working with the internal Office Depot teams, including key account managers, customer care and contract support teams, to effectively communicate contract objectives and ensure that each party meets their related responsibilities.

Communication Needs

Clear communication is vital to the successful transition of suppliers and the smooth implementation of your new contract. This includes:

- A list of stakeholders and their information requirements
- Reports, emails, and newsletters
- Key pieces of information related to the contract

Relationship with Incumbent Suppliers

The transfer phase is critical to successfully launching of your new contract. Therefore, we place a high priority on establishing effective communication with incumbent suppliers.

Together, we will:

- Define the contract transfer strategy
- Agree to account enhancement and additional solutions
- Establish transfer dates

Program Launch and Marketing

As explained earlier herein this tab, to maximize contract compliance and value, Office Depot will provide a detailed program launch designed to make your end users aware of our new partnership. We will launch our program with a series of marketing activities including:

- Office Depot Welcome Letter introducing the benefits of the contract
- Schedule of live training
- Easy-to-understand online user guide
- Introduce Website Tutorials

Road Shows: We will hold training sessions at principal locations to be covered by the new contract. These sessions should be attended by members of the local team, including the implementation manager and global sales manager. Sessions will provide an opportunity to outline the benefits of the contract, highlight the savings and the industry-related environmental initiatives and improvements.

User Guides: We will agree to the format and distribution methods of user guides designed to communicate account details, order methods, return procedures, frequently asked questions, and service support team contacts. These guides will be available to end users during and after contract implementation.

Store Purchasing Card: The Store Purchasing Card enables your organization to take advantage of negotiated contract pricing at any of our more than 1,300 North American retail locations.

End-User Training

Our approach to end-user training and contract awareness incorporates a number of initiatives which include:

Onsite Training: We will schedule training at key locations to brief end users on how to buy furniture/ supplies with Office Depot ePurchasing tools.

Website User Guides: These comprehensive guides will be made available online in Adobe Acrobat PDF format.

Ongoing Support: Our eBusiness help desks and local customer care teams will be available to all your end users.

Website Tutorials: We will provide end users with simple-to-use online tutorials to assist them with ordering procedures.

Web Conferencing: Our eBusiness teams can establish a net conferencing training service for remote locations as needed.

Creative Services

Special Order/Project Furniture

The design development process begins with an initial meeting—coordinated by the Workspace Interiors business development manager—held for all participating parties in order to discuss expectations for the project. At this meeting, we will develop a comprehensive project program taking into consideration all aspects most important to our customer.

Upon assessing the project requirements, the Workspace Interiors team will pull from our extensive list of major furniture manufacturers to define the most suitable product solution. Based on the programming developed in the initial meeting, the Workspace Interiors project designer will develop furniture typicals for review. Our collaborative teamwork ensures that every Workspace Interiors design team member will be familiar with each proposed solution.

Following the completion of the first round of typicals, a meeting will be scheduled with our customer. During this collaborative discussion, all furniture components will be critiqued; making any adjustments necessary until a final typical is created. Our project designer will then draw up the final typical and forward for official approval.

Once the final typicals have been reviewed and approved by our customer, the Workspace Interiors project designer will prepare an overall layout, showing the furniture in the base building shell. At this time, finish selections will also be prepared and reviewed for approval.

With the approval of the overall layout and specified finishes, Workspace Interiors will next conduct an internal audit to ensure that everything has been accounted for. Any outstanding or concerning issues noted during the audit will be discussed internally amongst the team in order to prepare a move forward plan. Following this meeting, the Workspace Interiors project coordinator will prepare a formal proposal for review.

Another meeting with our customer will be scheduled to review the formal proposal. A sign-off on the final drawings and a formal proposal will be required to place the order.

Upon receipt of the signed proposal, drawings and the deposit check, the Workspace Interiors project coordinator will prepare to release the orders to each manufacturer.

For each project, it is the responsibility of the Workspace Interiors business development manager to complete their workbook and define the individual roles and responsibilities of our internal team.

ORDER ENTRY & PRODUCTION

Once the deposit check and approved proposal have been submitted by our customer, the Workspace Interiors project coordinator will process and place all purchase orders with the manufacturers. Once the orders have been placed, the project coordinator will check all manufacturer acknowledgments against the approved for any discrepancies. The project coordinator will work directly with the manufacturers on any discrepancies or outstanding issues to ensure the order is shipped properly.

The Workspace Interiors project coordinator will also maintain a status report of manufacturers on the project and their respective ship dates. This report is submitted to the entire team on a weekly basis.

Upon completion of order placement, the Workspace Interiors project designer is notified and begins the preparation of installation drawings. All installation drawings will be forwarded to the foreman on job for their reference during installation.

The Workspace Interiors project manager will contact the building manager on site regarding any documentation required for access to the building. The project manager will then work to supply the building manager with all requested documentation in order to ensure we will have access to the job site prior to installation.

As the installation date gets closer, the project manager will prepare a delivery schedule. They will contact the building to coordinate delivery times and dates.

Upon delivery, all products will be verified and any damages will be cataloged. The Workspace Interiors project coordinator will claim any damaged product with the manufacturer and any necessary replacement pieces will be ordered.

INSTALLATION

As the installation date draws near, the Workspace Interiors project consultant will monitor all shipments and verify that all specified product has been received. The project manager will also attend weekly construction meetings as required by our customer, and will walk the space with general contractor prior to furniture delivery to ensure the area is cleared and ready to accept the installation.

On delivery day, the installers will be on site to unpack all scheduled loads. Using predetermined locations, all products will be placed and staged for installation. The furniture install will continue daily for the allotted time given by the project schedule.

Upon completion of the installation, the Workspace Interiors business development manager will walk the space with our customer to note any punch list items. A final sign-off will be requested at the end of the walk through.

The Workspace Interiors business development manager will work with their project coordinator to resolve any necessary punch list items. Orders will be placed for any furniture items that are missing or may need replaced. Once the replacement acknowledgments have been received by from the manufacturer, the project coordinator will provide a delivery schedule for any outstanding items. They will coordinate with the customer to schedule an appropriate time to install the replacements.

Once the punch list has been received, delivered and installed, the Workspace Interiors business development manager will conduct a post-installation meeting with the customer to ensure their expectations were met. If requested by the customer, Workspace Interiors will conduct a product training orientation at a time of the customer's choosing.

xii. Describe the financial condition of Offeror.

Office Depot is one of the largest office products distributors in the world. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. By combining both companies, Office Depot, Inc., is a stronger, more efficient global provider of products, services and solutions, fully committed to setting a new standard for serving the workplace and home needs of today and tomorrow through innovation and exceptional customer experience. The Company in 2018 achieved annual sales of over $11 billion.

Office Depot is a financially strong organization with the balance sheet to prove it. The Company stock trades publicly on the NASDAQ (ODP). We maintain the highest standards in our financial reporting with a very strong financial team that is fully engaged and dedicated to the highest standards of financial responsibility. In addition, Deloitte & Touche has audited Office Depot's balance sheets, thus ensuring our financial integrity and position in the marketplace.

Region 4 ESC Participating Agencies can assess Office Depot's financial standing in the marketplace with the following details:

- Office Depot's Federal Tax Identification number: 59-2663954
- Dun & Bradstreet number: 15-353-1108

Additional financial ratings, ratios, and corporate information are available to the public. Copies of our SEC Filings and Annual Reports can be accessed through the following link:

http://investor.officedepot.com/phoenix.zhtml?c=94746&p=irol-irhome

For additional information, please refer to the Appendix D, Tab 3 *Attachment 3.3D.1, Office Depot Dun & Bradstreet Report*.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Office Depot offers a demonstration login. The information is as follows:

- Type in: https://business.officedepot.com
- LoginName: bid production
- Password: production
- Click: Login

Please note: The prices shown under this website do not reflect the prices offered in the proposal.

ONLINE WEBSITE ORDERING CAPABILITIES AND FUNCTIONALITY

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust website for use by our contract customers in a highly controlled, secure ecommerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. The popularity of the site is evidence of its consumer acceptance. Today's competitive business climate requires efficient, lean operations by doing more with less. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our World Class Electronic Commerce Solutions.

As an ecommerce pioneer, Office Depot has connected more than 325,500 mid-to-large corporations with over 1,388,000 users. Seventy-five percent (75%) of our contract business comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for Region 4 ESC participating agencies but for their users, too.

Our Electronic Commerce Leadership and Experience

Our robust and award-winning website has been recognized as one of the Top 5 websites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced internet ordering website, as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punchout solutions. Our contract customer website offers the following advantages:

Excellent Management Tools:

- Online Reporting – no need to ask for reports when they are at your fingertips. 12 months of downloadable and exportable order history (cost center, ship-to, user, item SKU, etc.)
- Bulletin Board – to communicate program information and post your logo
- Billing Information – POD verification, reprints of invoices or packing slips
- Set Spending Limits – create hierarchy restrictions, approvals, workflow process levels
- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Email Approval Release – online email approval release (HTML)
- Price Verification – see your contract prices on all items
- Real-time credit card authorization
- Administrator User – approved management 'super users' have the ability to change personal profiles, ship-to's, restrictions, approvals, etc.
- Create Profiles – define parameters/capabilities for each user as well as all their information
- Group Login Identities – optional single login for cost centers, locations, departments, etc.

- GPS Order Status – know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information

Easy to Use:

- Shopping Lists – create Corporate wide 'best value' lists and Personal items lists
- Real Time Inventory – make intelligent choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Order Reminders – schedule reoccurring or one-time reminders
- Future Orders – flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – narrow your results by product, category, description, use, price, size, etc.
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer care for any questions you may have on a product recommendation, order status, or online web functionality

Many Categories – Huge Selection:

- 30K items – available next business day
- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – we offer over 300,000 products from more than 500 manufacturers
- Furniture – we stock over 1,000 furniture items in our warehouses
- Janitorial and Breakroom – hundreds of the most common items you need
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationery, or pull from your private warehoused items we have already created

Much like our ecommerce and web-based procurement capabilities and functionality, we offer the same features for our own website, including authorization, approval routing, and restrictions.

User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

Super User Account Management Capabilities: This option allows pre-appointed Region 4 ESC Super Users to control Account Management details such as:

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-To's
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user
- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:

- Password
- Ability to Create Only or Place Orders
- Unit Price Dollar Limit
- Line Item Dollar Limit
- Order Total Dollar Limit
- Ability to Override Restrictions
- Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
- Eligible and Default Ship-to's
- Eligible and Default Department Number
- Eligible and Default Purchase Oder (if necessary)
- Eligible and Default Release (if necessary)
- Payment Method (i.e., specific charge card number)
- History Viewing Capabilities
- Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following features may benefit Region 4 ESC participating agencies.

Smart Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

- *Smart Value Cart* will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.
- *Private Brand Cart,* like the *Best Value Smart Cart*, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.
- *Green Cart* works in a similar fashion as the other Smart Carts, but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Region 4 ESC participating agencies may select to have only one or any combination of all three Smart Carts loaded to its account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Returns Process

Office Depot has a feature on our website allowing our customers the ease of processing online return requests. Online return requests may be created by following these steps:

- Click on order tracking towards the top of screen
- Then click on the order number you need to place a return on
- On the order detail page you click on submit return
- Then select the item or items you want to return and hit continue
- Last review the information for the return and hit submit return at which point you will get a confirmation number for the return

Purchasing Authorization

Our system offers an approval hierarchy capability – from a single approver up to 11 approval levels – that can be accomplished within an approval workflow set up and managed by the customer's authorized Administrator(s). Each approval level within a workflow can be directed to one approver or a group of approvers. If an end user tries to order something beyond his or her dollar limit, our system will automatically send an email to the person's approver or approver group for approval, and an additional email will be sent notifying the end user and approvers when the order has been approved on their approval level. A proxy approver feature allows workflow approvers who will be out of the office to designate someone else to approve in their behalf. Optionally, each workflow can be customized to bypass the approval process for orders that fall below a minimum dollar threshold, or for orders that

contain only contract items. This automated approval process is implemented in the beginning stages of your account or can be added at any time.

Within the Office Depot system, each end-user has a unique identification number and password to ensure that only that person is authorized to access the Office Depot catalog. Each unique profile is tied to your specific cost centers, ship to locations, purchase levels and spending limits.

The Super User sets up a "User Profile" for each new user of the system. Each user is given "permissions" during the original implementation by the designated Super User.

At the bottom part of the screen, you will see a heading "User Settings and Permissions." Under each category, the user is given permission (or denied access) to each shopping decision.

For example, you will see drop-down menus following the words, "This user can…"

- Select Any, Use only Default or Select from Specified list of Ship To
- Select Any, Use only Default or Select from Specified list of PO Number
- Select Any, Use only Default or Select from Specified list of Release
- Select Any, Use only Default or Select from Specified list of Cost Center
- Place and Release Orders
- Query Any Placed Orders
- Modify Placed Orders
- Cannot purchase restricted items, etc.

This section is followed by "Dollar Limits" (Per Unit Price, Per Extended Line Item, Per Order). Participating Agencies can customize the permissions for a particular user using all of these criteria at the initial set up of the account.

ONLINE REPORTING/DASHBOARD

Online Smart-Dashboard: This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
- Identifies opportunities to utilize additional Office Depot services that can result in cost savings
- Features real-time video overview of account activity and data export capability

The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior. Only general account and order information is available through the Internet for a period of 12 months.

Our system provides the ability to:

- Manage visibility to information based on your user roles
- Create, analyze, and print usage reporting

- Sort the history of the purchases by product type, PO, and ship-to location
- Manage and control your spending on office supplies

During the implementation phase, the Super User will designate those Region 4 ESC Participating Agencies end-users who will have access to view your online reports. We can also send you your reports electronically via email within 48-72 hours of your request. The general format is in Excel, but Region 4 ESC Participating Agencies can be set up to receive CSV files automatically by email. As an endorsed vendor, Office Depot will identify the reports required and their formats. They can be sent on a prescheduled basis or by request. You are not limited to the formats and can request customized reports at any time.

The Dashboard, an innovative self-service tool identifying:

- Your spending patterns with at-a-glance charts and graphs
- Identifying your savings and office supply benchmarks
- Providing insights to online user activity and behavior

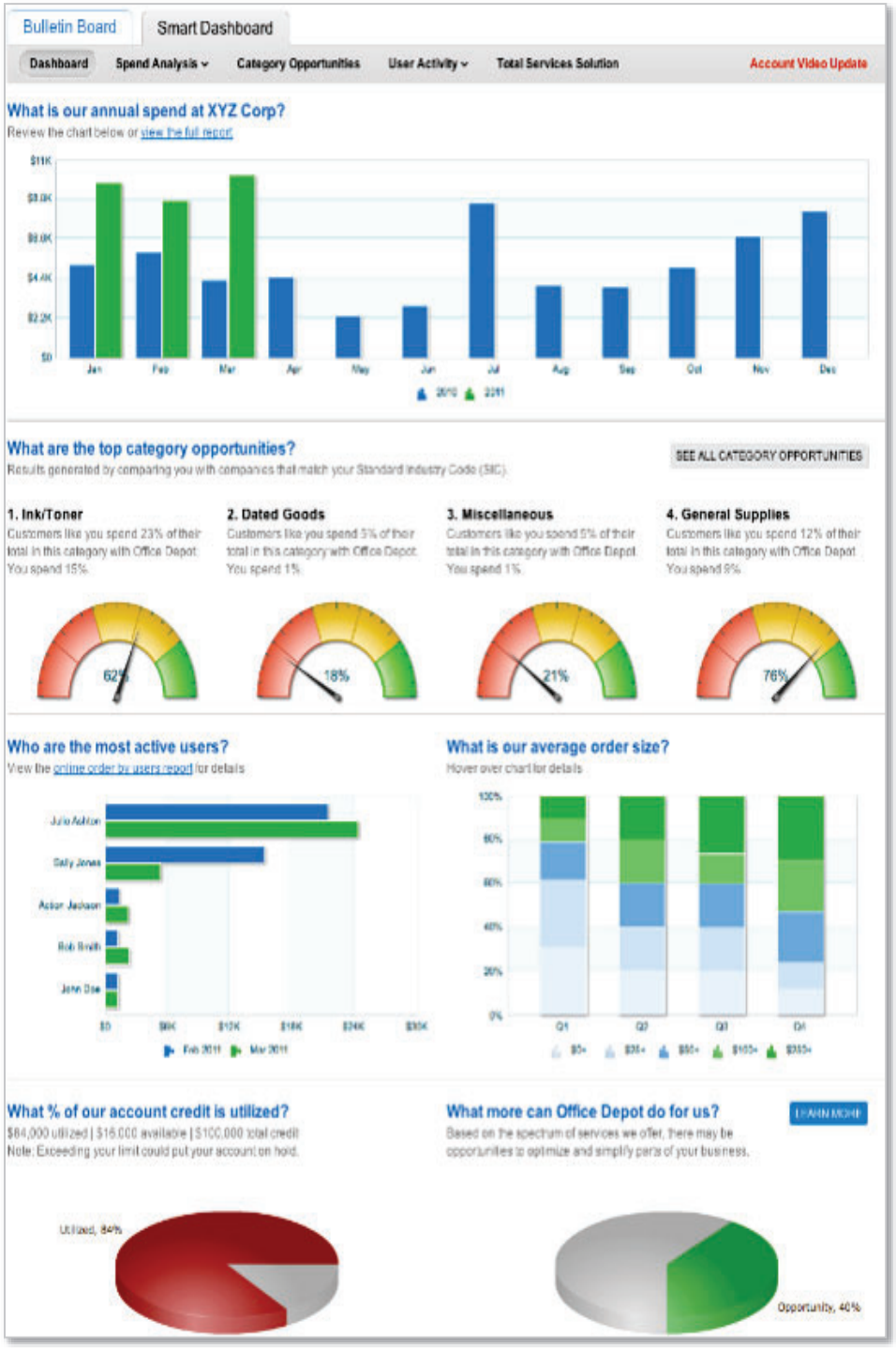
This dashboard has it all. Everything we've built into Office Depot's dashboard will make it simpler for you to manage your bottom line.

- Annual spend
- Spend by category and user
- Snapshot of user activity
- Average Order Value (AOV) overview
- A synopsis of Office Depot services, including: Copy & Print Depot™, Managed Print Services, eBilling, Store Purchasing Card, and Technology products
- Data refreshed monthly

Screenshots are provided in the next section.

TAB 3 PERFORMANCE CAPABILITY

Online Dashboard Screenshots



ECOMMERCE/WEB-BASED PROCUREMENT SYSTEMS

Office Depot continues to lead in the B2B eCommerce space. We support enterprise sales by winning new business, retaining/growing existing customers, and providing the right tools and online experience at the right time.

As mentioned, Office Depot has the most advanced internet ordering website as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punchout solutions.

We have completed many integrations with customers using ReqLogic.

In addition, the following is a short list of companies/platforms which we've integrated:

ERP and Finance Systems:

- Banner
- Buy Efficient
- Financial Edge
- Great Plains
- Lawson
- Oracle
- Ormed
- PeopleSoft
- ReqLogic
- SAP
- Customers using IBM AS400 systems

We have also integrated with the following middleware providers who may also provide accounting/ financial services.

- Aeroxchange
- Allison Royce & Associates
- Ariba
- Coupa
- DSSI
- eSchool Mall / Mercury Commerce
- Elcom
- Epylon
- ePS (eProcurement Services)
- Hubspan/Liasion Technologies
- Hubwoo
- IBX
- Infor (aka Datastream)
- JP Morgan/XIGN
- OB10 (Tungsten Network)
- Ops Technology(RealPage)
- eProcurement Services
- Periscope/NIGP Codes
- Perfect Commerce
- P2P Solutions
- Procurement Partners
- Puridiom
- UNSPSC.org
- Quadrem
- Skyward
- Unimarket
- Verian
- Workday
- Adelpo Captial
- Spend Management
- Jaggaer (Sciquest)

Electronic Catalogs

Internet based catalogs:

- Round-trip – xCBL
- Punch-out – cXML
- Open Catalog Interface (OCI) - OCI
- Oracle Direct – Transparent Punch-out

Static/Hosted Catalogs:

As mentioned, Office Depot supports all types of delimited data-feeds, (i.e., txt, csv, pipe delimited). The below lists some of mainstream standard hosted catalog formats we support:

In addition, Office Depot will partner with our customers requiring a hosted catalog that is not part of this list. Our eContent Team will work closely with your technical team and share best practices to help you create a hosted catalog solution that suits your business needs.

Office Depot has supported online catalog access through Coupa via cXML a/k/a punchout. Office Depot also supports xcBL and OCI. Office Depot has implemented over 1,000 external interface relationship partnerships. These partnerships range from a simple Hosted catalog and EDI purchase order to a full XML solution including Direct catalog interface (Punch-out/Round-trip), purchase order, acknowledgment and billing. Lawson has the ability to produce electronic purchase orders in both EDI and XML format. The Lawson system supports both a Hosted Catalog and direct supplier catalog interface (Punch-out/Round-trip). Office Depot also supports both Hosted catalog and Direct web-catalog interface.

Hosted catalog content can be provided in Region 4 ESC custom format or Standard Lawson format. Office Depot supports various XML formats for direct catalog interface. We routinely implement cXML (Ariba format) xCBL (Commerce One/Perfect Commerce format) and numerous XML direct punch-out strategies. Our routine tests of Direct Connect and purchase order submit with Lawson have been very successful.

We support a diversity between Punchout format and purchase order submit; if Region 4 ESC Participating Agencies prefer to connect directly using XML format but would like to submit purchase orders in EDI format, Office Depot can easily accommodate.

Updates are instantaneous. Catalog information resides on an Office Depot web server, not on your desktop, so your system is not burdened by memory hogging downloads and updates. In addition, access to order information requires no special programming or additional help from MIS specialists.

Punchout

Office Depot has extensive experience with both punchout and customer-hosted catalogs. Office Depot has integrated punchout with more than 500 customers. We support CXML Punchout, OCI Roundtrip, and XML (Oracle) TapOut, as well as Transparent Punchout. Trust us to implement:

- Standard Punchout (one login and password for all of an organization's users), all users see all order history and shopping lists

- User-level Punchout (separate logins for each user, allowing for personalized shopping lists). Users also would view only their own orders on Order History
- Spend (demand) management functions such as the Top 50 items ordered list, default product search order, preferred (a/k/a Contract or Best Buy) items during search drill down, the ability to hide restricted items, and custom company information on email acknowledgements (e.g., the Office Depot account representative name and phone number displayed at the bottom of the email)

The advantages of punchout with Office Depot include: dynamic pricing, viewable real-time inventory, enhanced search functionality, access to all features and functions of the Office Depot B2B website, the ability to view icons for contract and restricted items, and the spend management capabilities described above.

Office Depot currently supports about 200 customer-hosted and third-party-hosted catalogs. Ariba, Workday ERP, Jaggaer, CIFs, Perfect Commerce PUPs and CUPS, and formats of most other third-parties are supported. We also support any flat file specification directly from customers. Hosted catalog formats are available as Excel or delimited files.

We can also:

- Supply an Excel file of all items and/or item changes via various electronic delivery formats
- Zip and email the catalog directly
- Supply images (via various electronic delivery formats) of items in .jpg or .bmp format

Our punchout capabilities include:

- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information
- Shopping Lists – create corporate-wide 'best value' lists and personal items lists
- Real Time Inventory – make intelligent choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Advanced Search – narrow your results by product, category, description, use, price, and size
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer service for any questions regarding product recommendation, order status, or online web functionality

KEY REPORTING CAPABILITIES

One of the most powerful tools Office Depot offers is extensive usage and tracking reports for everything you purchase from Office Depot. This information will be customized to your overall program for the entire account, covering all products and orders for each line of business you purchase from Office Depot. Office Depot and Region 4 ESC Participating Agencies will set up a customer-centric business review, which will include a rolled-up summary report for corporate purchasing summarizing local activities, performance, and compliance within the corporate program. We will assist you with analyzing spend and usage data as well as monitoring performance. This will allow you to drive greater usage to your core list, identify rogue spending outside preferred contract stationer, and see actual product usage.

Office Depot can easily accommodate your reporting needs. Historically and currently, there is no additional charge for these reports, which can be sorted in up to nine levels using a combination of any of these fields:

- Customer Number
- Customer Product Code
- Customer Department Number
- Office Depot Product Code
- Office Depot Catalog vs. Non-catalog products
- Contract vs. Non-Contract Products
- End-User Name of Desktop Location
- Office Depot Merchandise Department
- Parent Number if usage is rolled up by groups
- Ship-to or Location Number
- Ship-to by City, State, or Zip
- Office Depot Product Categories
- Purchase Order Number
- Product Description
- Contact Name
- Order Source
- Customer Size

Performance Measurements-Scorecard

Office Depot Business Solutions Division

December-18	
Description	**YTD**
Total Number of Orders	1,010
Total Number of Order Lines	4,388
Percent of Orders Delivered Next Day	99.80%
Percent of Lines Filled	99.75%
Average Amount Per Order	$178.12
Total Number of Backorder Lines	3
Average Number of Days/BO Line	3.4
Total Amount Purchased	$179,899.26
Total Amount Stocked Inventory	$177,800.26
Total Amount Special Orders	$2,099.00
Total Amount Credit	$172.43
Total Number of Lines Credited	3
Total Number of Customer Return Lines	3
Total Number of Misfills By Line	1
Total Number of Damaged Items By Line	2

Formats and reports available include, but are not limited, to the following options:

Usage Reporting

- Item and dollar usage
- Descending dollar usage
- Descending times item sold
- Descending quantity usage
- Contract vs. Non-Contract
- Customer department number
- Desktop location or end-user name
- Ship-to or location number

Order Method Reporting

- Internet
- Fax
- Phone
- Store Purchasing Card
- Procurement Card

Product Reporting

- Minority products
- Recycled products
- Manufacturer name
- Product description
- Unit of measure
- Quantity sold for period
- Dollar amount sold for period

Cost Savings Opportunity Reporting

- Customer product code
- Office Depot product code
- Office Depot merchandise department
- Office Depot product category
- Product description

Distribution Cost Reporting
(Average order size)

- Customer number
- Ship-to or location number

Workspace Interiors has the ability to customize ordering websites for both in-stock and special order products to meet our customers specifications. Please visit our Workspace Interiors website for more information https://www.workspaceinteriorsod.com/.

Please refer to our *Attachment 3.1 Sample Reports* in Tab 3.

xiv. Describe the Offeror's safety record.

The following table below shows Office Depot's incident rate for 2016 - 2018.

Year	Hours Worked	Number of Recordable Cases	Incident Rate	OSHA Recordable Rate for Industry	Number of Fatalities
2016	48,132,307	773	3.2	3.4	0
2017	45,331,118	726	3.2	3.4	0
2018	41,535,321	668	3.2	3.4	0

The table below shows Office Depot Lost Work Case incident rate for 2016 - 2018 .

Year	Hours Worked	Number of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Number of Fatalities
2016	48,132,307	206	1.0	3.4	0
2017	45,331,118	193	1.0	3.4	0
2018	41,535,321	207	0.99	3.4	0

Office Depot is committed to providing a safe environment in which our associates work and our customer's shop. We continue to enhance our associates' skills, ensuring safe work practices through effective associate education, training, communication, and supervision. Safety is an underlying value that we actively promote and practice every business day. Office Depot's Safety and Health program relies on each associate's active involvement to achieve our safety expectations.

The Office Depot safety program is led by our Senior Director of LP Systems Technology, Investigations and Safety & Supply Chain Safety Consultant, and Retail Safety Consultant who oversee safety processes for their respective businesses. Additionally, 45 Field Loss Prevention & Safety Managers help drive field safety leadership to both our retail and supply chain locations.

Safety training for all new associates during their orientation, in order to inform them of safe work practices, including but not limited to proper procedures when operating machinery, forklifts, and expected behaviors.

Required program maintenance and annual safety training for all associates, which includes lockout-tagout, powered industrial trucks, conveyor and dock safety, incident management, hazard communication, and behavioral safety.

Coordination of safety committees, documenting and investigating all incidents, maintaining continuous safety awareness training programs, and sharing and implementing best practices.

Performance metrics are integrated into leadership goals and compensation bonus structures. Monthly performance metrics are distributed to field and onsite leadership teams, as well as reviewed with executive management.

xv. Provide any additional information relevant to this section.

GREEN/SUSTAINABILITY

Green Products

Office Depot offers its customers an assortment of green products to add to their programs. All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions. Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste

Recycled – contains post-consumer and/or post-industrial recycled materials

Remanufactured – made from quality components of previously used products

Recycling Solutions – designed to make recycling simple and convenient

Designed for Recyclability – easily disassembled by you after use

Helps Avoid Waste – reduces or eliminates material waste and/or chemical use

Leadership Forestry – made with fiber from Forest Stewardship Council (FSC) certified forests or sourcing programs

Responsible Agriculture – source from farms that meet specific leadership standards

Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)

Refills/Refillables – designed for continued use, helping avoid single-use disposables

Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables

Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

Save Energy – Avoid Emissions

Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products

Renewably Powered – designed to work without relying on an electric connection or disposable batteries

Made with Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy

Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

Use Safer Chemicals/Avoid Exposure

Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives

Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods

Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

Biodegradable in Water – safely breaks down in freshwater or marine environments after use

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Summary of Green Programs

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry first green rating system
- Green Book – an industry first, first published in 2003, an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 econscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices
    - Green Select Cart – a web-based "Green Smart Cart" that helps end-users identify greener alternatives at the point of purchase
    - Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Greener Operations:

- GreenerOffice Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution
- Minimum Order Value Incentives

Green Reporting, Reviews & Communication:

- Green Business Review – Our Green Business Review (GBR) shows purchasing baseline so we can discuss options for improvement
- LEED Credit Report – We support buildings pursuing LEED for Existing Buildings (EB) with pre- and post-performance period LEED EB Credit Reports
- Custom Green Spend Reports – Personalized reports uniquely suited for each customer's need
- Paper calculator – We can help you understand the environmental footprint of your paper choices

Detail of Selected Programs

- Green Product Assortment: Office Depot was the first in our industry to introduce a "green" catalog called "The Green Book™" in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.
- Green Reporting: You can't manage what you don't measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.
- TreeUp Program: Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:

1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
3. The Arbor Day Foundation will either plant trees for $1 per tree or offset carbon at a rate of $7 per ton.

4. You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Office Depot representative can speak with agencies about planting trees and offsetting carbon through TreeUp through this program.

Corporate Sustainability Report

Office Depot has published a Corporate Sustainability Report since 2003. The current Office Depot Corporate Citizenship Report and past issues are available online at http://www.officedepot.com/sustainabilityreport.

Sustainability and LEED Project Support

For our special order projects, Workspace Interiors is committed to supporting continued education and sustainability. Utilizing our LEED Accredited Professionals and manufacturer partners, we have an infrastructure in place to help you meet sustainability goals.

For our customers with LEED certification goals—or just those wishing to incorporate a little good into their projects—our highly trained team will work with you every step of the way to ensure all possible credits are achieved, proper documentation is obtained, and strategic processes are maintained.

ANEW

Our partnership with ANEW—a company dedicated to repurposing surplus furniture, fixtures and equipment—is just one more demonstration of how Workspace Interiors is dedicated to sustainability. If your project includes a surplus, ask us how we can connect you to this amazing program.

At Workspace Interiors, we also understand that promoting environmentally preferable products involves more than the products themselves. In conjunction with our manufacturer partners, Workspace Interiors has implemented measures to, not only ensure that environmentally conscious customers have a substantial product offering to choose from, but that those products can be ordered and delivered in an environmentally responsible manner.

While there is always more to achieve, you can rely on Workspace Interiors to continue to review our service and our product offerings—as well as our internal practices—to make sure we are taking care of our customers, our communities and our environment.

SOCIAL/DIVERSITY INITIATIVES

Office Depot's is a company practicing social and environmental responsibility as evident in our evolving, refining, and aligning of the following areas: planet, people, community, and prosperity. Our current Corporate Sustainability Report provides a detailed glimpse into our practices. Please search on the link below for the latest copy of our Corporate Sustainability Report: www.officedepot.com/sustainabilityreport.

#depotdifference Overview

In 2018, Office Depot launched a new community investment mission, called #depotdifference. As our company changes and evolves in exciting ways, so has the way we impact our communities, and #depotdifference brings an employee-centric, hands-on approach to empower us all to make a difference. Led by our Community Ambassador Network in North America and guided by the Community Investment Team at corporate headquarters, #depotdifference strives to get all 50,000 associates involved in the communities we serve and call home.

Through #depotdifference, Office Depot is focused on issues and causes that not only align with our business, but that speak to who we are as an organization; a company that enables opportunities for people to succeed, no matter their challenges or circumstances. Specifically, the #depotdifference program supports nonprofit and community organizations through volunteer and philanthropic initiatives primarily impacting three areas of focus:

Empowering Education: Supporting early childhood education, K-12 success and college/career attainment.

Championing Minority-Led Entrepreneurship: Supporting organizations that foster entrepreneurial leadership in economically distressed communities.

Strengthening Communities: Supporting local communities through our commitment to volunteerism, associate engagement, disaster relief and diversity.

This is our mission and our goal. Each of these cause areas are supported by robust employee-led volunteerism, with a focus on celebrating diversity of all kinds.

In our inaugural year, we launched a portfolio of #depotdifference programs that engaged thousands of associates and impacted many of our largest communities. Depot Day of Service, our company's first-ever, biggest volunteer service event of the year, was unveiled with over 2,000 associates, family members and friends serving tens of thousands of hours of volunteer service.

Start Proud!, Office Depot's new back-to-school philanthropic initiative, partners with Title 1 schools to provide thousands of backpacks, supplies and other support to the students, parents and teachers of that school community. Mentorship Movement, gives interested associates committed, longer-term mentorship opportunities; creating relationships with great possibility of changing futures and impacting lives.

#depotdifference is just getting started! More new exciting announcements and programs will be following, as we become even more involved in local communities.

#depotdifference Signature Programs:

Depot Day of Service

In spring 2018, Office Depot announced the launch of its flagship companywide volunteer celebration called "Depot Day of Service," which was piloted in eight markets across North America on April 28 and May 5. With over 2,000 volunteers participating in the inaugural year, Depot Day of Service became an instant tradition. During this annual, spring volunteer campaign, the company will host volunteer projects throughout the campaign week, leading-up to a large-scale community project, when all associates, family members and friends of Office Depot, nationwide, will be encouraged to come out in their red t-shirts, roll up their sleeves, and join in the fun of their local community service project.

This past year, in the South Florida headquarters region, Office Depot partnered with a variety of organizations on a series of service projects, including:

- Planting 11,000 plants to restore sea dunes in Pompano Beach with the Youth Environmental Alliance (YEA)
- Preparing meals for deserving youth in Boca Raton with Place of Hope
- Building homes for two deserving families in West Palm Beach with Habitat for Humanity's Women Build program
- Donating over 10,000 books to benefit the Literacy Coalition of Palm Beach County
- Hosting the largest volunteer event in Palm Beach County School District history, revitalizing a local elementary school in the heart of Delray Beach with the Palm Beach County Education Foundation

Additionally, Office Depot team members rolled up their sleeves in other major cities across North America volunteering to complete large-scale projects with local organizations, including:

- Sorting, packing and helping to ship donated food to local charities with Second Harvest Food Bank of Metrolina in Charlotte, North Carolina
- Refreshing local schools with Hands On Atlanta in Atlanta, Georgia and Keep Austin Beautiful in Austin, Texas
- Beautifying a local park with the Chicago Park District in Chicago, Illinois and farm with the San Francisco Recreation and Park Department in San Francisco, California
- Working with the Boys & Girls Club of Philadelphia to transform their Germantown Clubhouse with a fresh coat of paint and new landscaping in Philadelphia, Pennsylvania

- Preparing and serving dishes at Robin des Bois, a non-profit restaurant that donates all profits to local community organizations in Montreal, Canada

The Depot Day of Service program will expand to additional Office Depot communities in 2019 and beyond, so that more associates can have the opportunity to engage directly with their local communities and establish stronger and further-reaching relationships in the future.

Start Proud!

This past summer, Office Depot launched Start Proud!™, its new signature back-to-school philanthropic initiative. Start Proud!™ was created to help foster brighter beginnings for schools in low-income communities nationwide and to give students, parents and teachers the supplies they need to start the year confident, prepared and proud.

This new program officially kicked-off in July 2018 when associates in South Florida, Atlanta, Austin, Charlotte, Chicago, Philadelphia and San Francisco hosted backpack bundling bashes in their markets. At these bashes, associates, friends and family members came together to assemble 20,000 fully stocked backpacks for deserving students in their communities.

On Friday, August 3, Atlanta-area associates held the first of 10 Start Proud! celebratory assemblies across the nation. These inspiring campus celebrations included remarks from Office Depot's senior executives, the school's principals, the district's superintendents, National PTA representatives. At each Start Proud! event hundreds of excited students gathered and cheered when it was announced they would all be receiving brand new backpacks with supplies. Office Depot also donated another 1,000 backpacks to each school district to assist with ongoing needs at other Title I schools in their area throughout the 2018-2019 school year. One "All-Star Teacher" from each school was also celebrated for their extraordinary efforts in the classroom and given approximately $1,000 worth of premium supplies. Finally, teachers at each school were surprised with an additional donation of six palettes of classroom supplies to share and help them start the year off right.

The Start Proud! program will expand to additional districts and Title 1 elementary schools in 2019, to engage more of our associates in this critical work to support deserving teachers, students and families.

Mentorship Movement

In September 2018, Office Depot was excited to announce its newest "pilot" Community Relations Initiative: Mentorship Movement! Presenting a completely different dimension to the #depotdifference commitment to education, the Mentorship Movement offers South Florida associates the opportunity to help change the lives of hundreds of local at-risk youth who are in need of a caring, responsible adult mentor.

Through a strategic partnership with the United Way of Palm Beach County's Mentoring Center, Office Depot selected five amazing mentoring charities to take part in our initiative, with a goal of matching over 50 Office Depot HQ associates (in this first pilot year) with a young person who is currently receiving support from one of these best-in-class charities.

Our five partner mentoring charities are:

- Boys & Girls Clubs of Palm Beach County (bgcpbc.org/programs)

- Healthy Mothers, Healthy Babies (hmhbpbc.org/mentor)
- Milagro Center's "Mentoring Miracles" (milagrocenter.org/programs/#mentors-and-volunteers)
- The Path to College (pathtocollege.org/mentor)
- Take Stock in Children (takestockpalmbeach.org/how-to-get-involved/become-a-mentor)

Office Depot looks forward to growing this program to give associates in additional markets the opportunity to participate in the years to come!

Season of Service

While #depotdifference is a year-round program, our volunteer initiatives kick into high gear during the holiday season, when so many communities are in need of extra support. To spread our holiday cheer and put our passion into action, #depotdifference will host its very first holiday campaign, Season of Service, during the winter holiday season.

The Season of Service campaign includes heart-warming and meaningful volunteer and philanthropic projects, including:

- Collecting and distributing non-perishable food items for soup kitchens and food banks in our communities
- Serving meals at the Ronald McDonald House
- Collecting, delivering toys and celebrating the holiday season with Boys & Girls Clubs
- Local Ambassador Committees work with our community relations staff to design, plan and promote the Holidays campaign, so all associates and family members can get involved in making the season a bit brighter for our neighbors in need.

Annual Investment

Resources Donated:
Corp. Donations (t) - $1.5M
Customer Donations (Ed. 365/POS) (t) $215K
Product Donations (t) $21M

Diversity Initiatives

Office Depot is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

The goals of Office Depot's Supplier Diversity Program are:

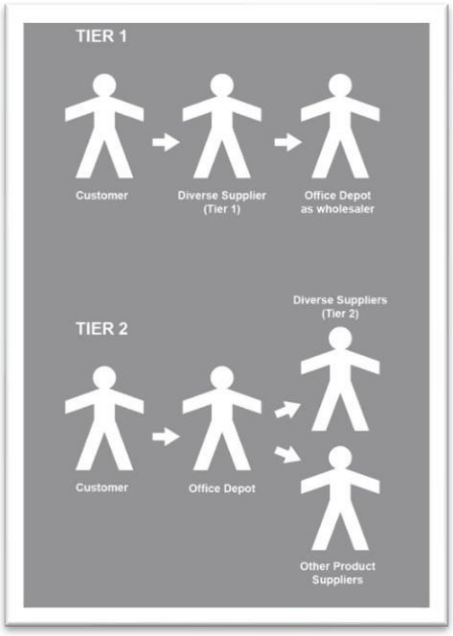
- To form strong partnerships with diverse suppliers.
- To pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.

- To ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- To affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity.
- To effectively highlight the products of diverse suppliers in our national full line catalog.
- To empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind, in order to give diverse suppliers the best opportunities to grow and prosper. We actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, LGBT, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our Supplier Diversity team includes:

- Kelley Byrd, Sr Manager Implementation & Diversity manager responsible for Tier I Diversity Program
- Michael Barbee, Diversity Accounts Manager responsible for Tier I Sales
- Tira Mann, Consultant, Supplier Diversity Strategy Tier I Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II



Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

Vendor Diversity (Tier II)

The Office Depot Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the Office Depot vendor development process is organized into five key strategies. They include:

- Seeking out diverse suppliers through referrals, vendor fairs and tradeshows
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and HUB member organizations including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), and National Gay' & Lesbian Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through Office Depot's national catalogs, including our Diverse Supplier catalog, www.officedepot.com, business.officedepot.com, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy

The Office Depot Vendor Development team has officially been in place since December of 1999 and in that time has generated over $3.5 billion in sales.

Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. The team was officially created in 2002, but has already achieved so much. For example:

The Office Depot procurement team has participated with the NMSDC and WBENC in several capacities in the pursuit of advancing the supplier diversity initiative at Office Depot and within other corporations, including sitting on the Board of Directors of various local councils.

Since its inception, supplier diversity has accumulated spend with diverse suppliers of over $235 million.

2018:

- Tier I Sales for 2018 = $143,303,873
- Total Tier II Sales for 2018 = $311,869,155

2017:

- Tier I Sales for 2017 = $170,819,000
- Total Tier II Sales for 2017 = $284,000,000

2016:

- Tier I Sales for 2016 = $220,000,000 – 2% of Total Revenue
- Total Tier II Sales for 2016 = $312,228,158 – 3% of Total Revenue

Tier I Reseller Program

The goal of the Office Depot Tier I Reseller program is committed to providing the following to interested customers. Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
- Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
- Collaboration – The Office Depot Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
- Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating establishment of new minority- and women-owned businesses

A prominent feature that sets the Office Depot Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners that leads to their long-term growth and economic viability.

Office Depot combines world-class ecommerce, distribution, and product assortment capabilities to give Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. We provide product, order fulfillment, and a shared services package (customer service, sales and marketing support, etc.) that benefit our Tier I partners with:

- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- Ecommerce platform
- Mentor-protégé support
- Customer Benefits

Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options

- Enhanced distribution capabilities
- Enhanced customer service
- MWDVE purchasing credit

IN SUMMARY, THE OFFICE DEPOT® DIFFERENCE.

Your trusted advisor – Providing business solutions is all we do – it's not simply a part of what we do.

Accessible anytime, anywhere – We offer world-class support from real humans. Be face-to-face with us. Chat with us. Text with us.

Quality control – While some mass online competitors deal directly with 3rd-party vendors, we deal directly with our vendors so you know our products can be trusted.

Multi-channel services – Shop at any of our stores, or order online and pick up in store within an hour.* Why wait two days when you can get it now?

Pricing model – We offer incredible value with structured pricing you can rely on and build business plans around.

Supply chain success – We deliver to 97% of the US population next business day, including Alaska, Hawaii and Puerto Rico. Plus, you can conveniently pick up your order at any of our 1,300+ stores.

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BUSINESS REVIEW REPORT

Office DEPOT

CUSTOMER NUMBER: 123456789
CUSTOMER NAME: ABC CORP
REVIEW PERIOD: JAN 01, 2018 - OCT 31, 2018

ORDER SOURCE

	TOTAL SPEND	TOTAL # OF ORDERS	AVERAGE ORDER SIZE	AVG ORDER BELOW $50
TOTAL SPEND	$327,438	2,403	$136.26	$22.98
	TOTAL SPEND	TOTAL # OF ORDERS	% OF TOTAL ORDERS	# of ORDERS BELOW $50
ECOMMERCE	$298,651	2,162	89.97%	952
TELEPHONE/FAX	$1,987	65	2.70%	Save $11,043 by consolidating your orders below $50 by 20%.
STORE PURCH	$23,370	174	7.24%	
NONCODE	$3,430	2	0.08%	

*Order count includes split orders

STATISTICAL INFORMATION

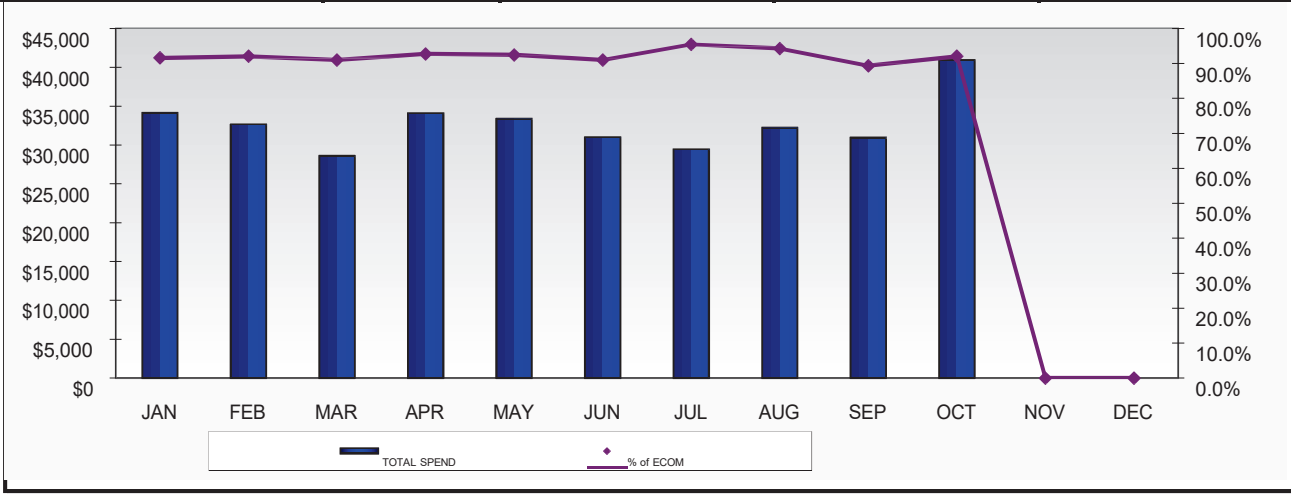
	PRIVATE BRAND	RECYCLED	HUB
Total SPEND	$183,527	$51,589	$9,052
% of Total SPEND	56.05%	15.76%	2.76%

PURCHASING TREND

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOTAL SPEND	$34,133	$32,639	$28,595	$34,094	$33,389	$30,996	$29,438	$32,234	$30,973	$40,946	$0	$0
% of ECOM	91.6%	92.1%	91.0%	92.7%	92.4%	91.0%	95.5%	94.3%	89.3%	92.0%	0.0%	0.0%

SPEND by PRODUCT CATEGORY

CATEGORY	YOUR %	YOUR SPEND	BSD AVG %	OPPORTUNITY
Paper	44.18%	$144,671	17.34%	$0
Ink and Toner	13.55%	$44,352	22.75%	$30,140
Office Essentials	8.59%	$28,134	13.35%	$15,579
Cleaning and Breakroom Supplies	7.31%	$23,941	8.46%	$3,760
Technology	6.58%	$21,538	6.94%	$1,186
Writing and Drafting	6.33%	$20,719	5.13%	$0
Filing and Binding	4.52%	$14,803	7.21%	$8,805
Furniture	4.06%	$13,295	9.49%	$17,779
Labels and Forms	2.82%	$9,218	2.43%	$0
Copy and Print Depot	1.95%	$6,396	3.16%	$3,951
Miscellaneous	0.11%	$371	3.72%	$11,810
Managed Print Services	0.00%	$0	0.02%	$65



V: 10/12/2013

Created: 11/06/13

Orders Delivery Lead Time (CORE)

Period: 201604 - 201606

Customer ID	Customer Name	Bus Days Elapsed	Total Orders	Orders Incomplete	% of Orders Delivered Complete	Items Ordered (qty)	Items Back Ordered (qty)	Items - % of Total Ordered	Items Delivered Complete	
Total			**3,863**	**18**	**99.5%**	**32,754**	**34**	**99.9%**	**99.9%**	
15627229	N/A	1	3,538	9	91.4%	28,911	0	88.3%	100.0%	1 day
15627229	N/A	2	235	1	6.1%	2,580	0	7.9%	100.0%	1-2 days
15627229	N/A	3	26	2	0.6%	369	11	1.1%	100.0%	1-3 days
15627229	N/A	4	8	2	0.2%	69	8	0.2%	99.9%	1-4 days
15627229	N/A	>=5	56	4	1.4%	825	15	2.5%	99.9%	

Orders Delivery Lead Time (TOTAL)

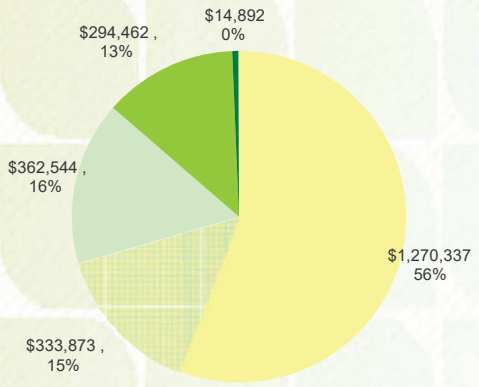
Period: 201604 - 201606

Customer ID	Customer Name	Bus Days Elapsed	Total Orders	Orders Incomplete	% of Orders Delivered	Items Ordered (qty)	Items Back Ordered (qty)	Items - % of Total Ordered	Items Delivered Complete	
Total			**5,165**	**24**	**99.5%**	**47,315**	**202**	**99.6%**	**99.57%**	
15627229	N/A	1	4,051	0	78.4%	34,532	0	73.0%	100.00%	1 day
15627229	N/A	2	384	3	7.4%	4,507	5	9.5%	99.99%	1-2 days
15627229	N/A	3	102	2	1.9%	1,157	11	2.4%	99.96%	1-3 days
15627229	N/A	4	37	5	0.6%	445	13	0.9%	99.93%	1-4 days
15627229	N/A	>=5	591	14	11.2%	6,674	173	13.7%	99.57%	

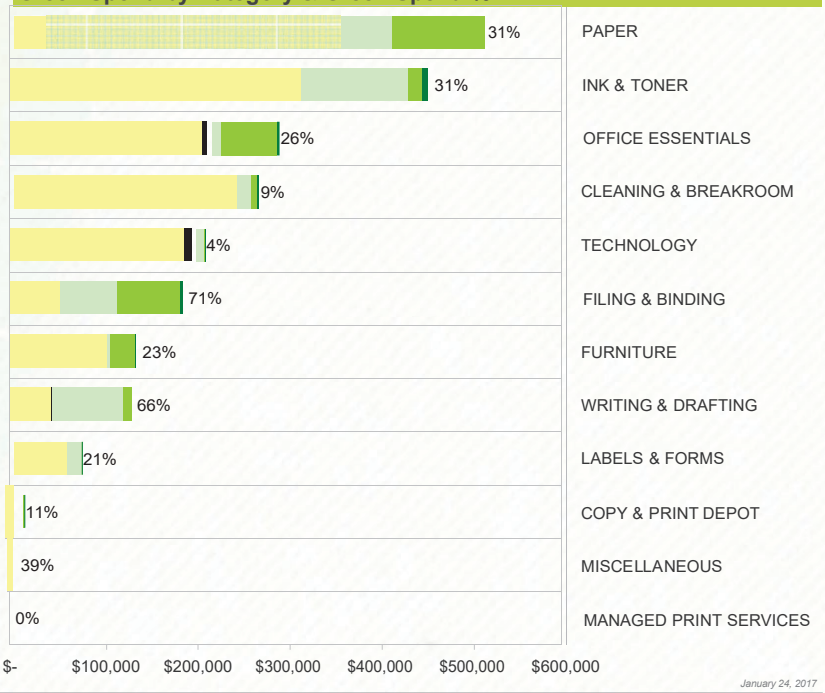
GREEN SPEND BY OFFICE DEPOT ECO-RATING

Green Spend

Total Green Spend (Light to Dark)	$671,898	30%
Mid to Dark Green Spend	$309,354	14%
Dark Green Spend	$14,892	1%
Total Spend	$2,276,107	100%



Green Spend by Category & Green Spend %



January 24, 2017

Note: Office Depot has a Green Attribute Database (GAD) in which we capture vendor claims on the eco-attributes and eco-labels associated with their products. Based on these claims, on which our reporting is 100% reliant, we apply our GreenerOffice™ Eco-rating System to rate items as: Not Green, Meets Norms, Light Green, Mid Green or Dark Green, based on the type and level of eco-attributes and eco-labels. More details are available on request. Spend is sales net of returns.

Not Green | Meets Norms | Light Green | Mid Green | Dark Green

Performance Measurements-Scorecard

Office Depot Business Solutions Division

December-18	
Description	**YTD**
Total Number of Orders	1,010
Total Number of Order Lines	4,388
Percent of Orders Delivered Next Day	99.80%
Percent of Lines Filled	99.75%
Average Amount Per Order	$178.12
Total Number of Backorder Lines	3
Average Number of Days/BO Line	3.4
Total Amount Purchased	$179,899.26
Total Amount Stocked Inventory	$177,800.26
Total Amount Special Orders	$2,099.00
Total Amount Credit	$172.43
Total Number of Lines Credited	3
Total Number of Customer Return Lines	3
Total Number of Misfills By Line	1
Total Number of Damaged Items By Line	2

POS Rebate Report (Detail-All Orders)

Office DEPOT OfficeMax
Taking care of business

Customer Id: xxxxxxxx

TAB 3 – PERFORMANCE CAPABILITY, ATTACHMENT 3.1

Summary					42	$10,625.05	$0.00
Customer Account Level 2 Id	Customer Account Level 2 Name	Customer Account Id	Customer Account Name	Reporting Calendar Date	BSD Order Parent Order Id	Net Sales	Rebate Sales
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0944638190	($86.44)	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-11	OD_0947571922	$501.33	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0947582827	$34.38	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-1	OD_0947747381	$49.48	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-1	OD_0948730318	$34.60	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-8	OD_0948747611	$1,641.79	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-1	OD_0948808685	$233.98	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948862076	$66.54	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948869663	$34.80	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948874021	$2,556.00	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0948881808	($154.50)	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948924913	$109.31	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948942234	$1,883.14	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0948942234	$165.92	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949324446	$25.25	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0949348237	$9.12	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949348237	$405.11	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949361191	$35.41	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949378086	$115.06	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0949534185	$26.99	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949534185	$130.77	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949781771	$50.10	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0949823131	$268.66	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0949852137	$415.10	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0949971564	$265.54	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0949971564	$3.59	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0949973127	$2.79	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0949973127	$39.30	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0950044947	$28.08	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950044947	$494.82	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950067652	$140.35	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950154201	$84.18	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950210386	$106.66	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950400951	$312.67	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950471585	$121.24	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0950488686	$37.90	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950495592	$118.29	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0950512494	$17.08	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950512494	$39.21	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0950582883	($3.46)	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-8	OD_0950656689	$172.24	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-8	OD_0951327791	$92.67	$0.00

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Warranties

WARRANTIES

Workspace Interiors guarantees all of the products sold. Should the end user encounter manufacturer warranty issues, Workspace Interiors will work on your behalf to complete prompt repair or replacement of furniture with the manufacturer. Errors and damages that occur as a result of an Workspace Interiors error will be handled promptly through repair or return and replacement of the product.

HON

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship. HON shall repair or replace with comparable product (at HON's discretion), free of charge.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (LED task lights, lamps and ballasts are not covered)
- Seating ilira®-stretch
- Pneumatic cylinders
- Wood seating
- Accessories
- Laminate surfaces
- Veneer Surfaces

HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Electric Height Adjustable Table Bases (Including Memory Control)
- Directional Desktop Sit-to-Stand Risers
- Soothe Patient Recliner Central Lock Mechanism
- Soothe Patient Recliner Pivoting Arm

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

Warranties

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12, 10 and 5-year warranties. These exclusions are:

- All basyx by HON® products (these products are covered under a separate basyx by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of the user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which are to be expected over the course of ownership.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by cleaning chemicals.
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

WARRANTY REQUESTS OR QUESTIONS?

Your HON dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Warranties

NATIONAL OFFICE FURNITURE

National warrants that each piece of furniture will be free from defects in workmanship given normal use and care for as long as you, the original customer, owns and uses the product.

Normal use is defined as the equivalent of a single shift, 40 hour work week. In the event that a product is used more than normal use, the applicable warranty period will be reduced to 12 years and items that fall under different warranty limitations, as listed below, will be reduced to one-third (ex: Wood chair frames will be 4 years instead of 12 years). National, at its option, will repair or replace with comparable product any product, part or component shipped after September 1, 2000, if the claim is eligible under the conditions of this warranty. This warranty is valid only if the product is given proper care and maintenance.

LIMITATIONS TO THIS WARRANTY INCLUDE

- Twelve Years - Wood chair frames.
- Ten Years - Seating controls, veneers and laminates.
- Five Years - Mechanical and high wear parts such as:electrical components, polymer based components, pneumatic cylinders, swivel arm pads, casters, chair glides, textiles, foam, covering materials and decorative trim.

EXCLUSIONS

This warranty does not apply to:

- Damage caused by a carrier.
- Normal wear and tear which is to be expected during the period of ownership
- Appearance, durability, quality, behavior, colorfastness or any other attribute of COM (Customer's Own Materials) or any other non-standard National material (including Arc-Com, CF Stinson, Ultrafabrics) specified by the customer after application to a National product
- Color, grain or texture of wood, laminate and other covering materials
- Non-compliance with installation and maintenance instructions
- Electrical grommets where the box has been opened
- Damages or failures resulting from modifications, alterations, misuse, abuse or negligence or improper care and maintenance of our products.

*NOTE: A protective glass top is not recommended on tops greater than 72". A single piece of glass should cover a multi-piece top. A glass addition has the potential to accentuate deflection. If glass is applied, this will require a special quote to investigate the support needed.

GOTCHA™ 24 HOUR USE SEATING

Warranty on Gotcha 24 Hour Use models is 5 years from date of purchase for seating controls and pneumatic cylinders and 2 years from date of purchase for casters, textiles and foam.

TOSS BEAN BAGS

Warranty on Toss Bean Bag models is 5 years for the textile covering material and 1 year from date of purchase for the liner with EPS fill.

FINISH WARRANTY

Minor variations in finish color may occur due to the unique texture and grain of wood.

Warranties

PLEASE FOLLOW THE PROCEDURES DESCRIBED BELOW TO PROCESS WARRANTY ISSUES

1. Contact National Customer Service (800.482.1717) and provide them with the serial number from the product in question and the purchase order number or acknowledgment number and a detailed description of the warranty issue. Serial numbers are mandatory before the claim can be processed.
2. Customer Service will determine and per-approve all resolutions to the claim such as replacement units, service parts, labor and repair charges. Upon approval, resolutions will be assigned an authorization number.
3. The authorization number must be included on all invoices for reimbursement. Any unauthorized charges will not be the responsibility of National.

As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you may have within the terms of this warranty as quickly as possible.

There are no other warranties except as expressly set forth here, either expressed or implied including any warranty of merchantability or fitness for any particular purpose. We exclude and will not pay consequential or incidental damages under this warranty.

Warranties

GLOBAL

LIFETIME WARRANTY
Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2011.

GENERAL COMMERCIAL SEATING
Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:
- Foam, textiles (as sampled on Global branded and textile program cards), mesh material and electrical devices, are warranted for five (5) Years
- Control mechanisms are warranted for twelve (12) Years

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

HEAVY DUTY SEATING
Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350 and/or 500 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Concord Executive 24 hour, Dexter/Dexter+, Granada TS, Malaga TS, Mallorca TS, Maxima II, Robust, Salute, Saxon, Stamina+, Truform TS and Yorkdale TS.

TEXTILES
Global warrants Global branded textiles and Global carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Global carded textile programs are currently with Momentum, Maharam, KnollTextiles, Designtex, Ultrafabrics, Dani and Spinneybeck. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details.

SEATING WARRANTY SUMMARY

SEATING TYPE	COMPONENTS WARRANTY FOR ORIGINAL PURCHASER	USE TIME FOR WARRANTY COVERAGE	EXCEPTIONS
General Commercial Seating	Lifetime	8 hours/5 Days Per Week	Foam/Textiles/Mesh, Electrical Devices - 5 Year, Control Mechanisms - 12 Years
Heavy Duty	12 Years	24 Hours/7 Days Per Week	Foam/Textiles - 5 Years

Warranties

FILES, DESKS, MODULAR FURNITURE, TABLES, PANELS & ACCESSORIES

Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime of the product to the original purchaser.

Exceptions to the warranty for Files/Desks/Tables and Panels are as follows:

- Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms/lecterns/coat trees and task lights – five (5) Years
- Folding tables (laminate and Lite Lift II models) – one (1) Year

FILES, DESKS, MODULAR FURNITURE, TABLES, PANELS & ACCESSORIES WARRANTY SUMMARY

PRODUCT TYPE	COMPONENTS WARRANTY FOR ORIGINAL PURCHASER	EXCEPTIONS
Metal Storage and Filing	Lifetime	Electronic Lock for 1200 Series & Block Series - 3 Years
Laminate/Wood Veneer Desks and Modular Furniture	Lifetime	Tackboard Textiles, Electrical Devices, Task Lights - 5 Years
Boardroom, Conference and Training Tables	Lifetime	Electrical Devices - 5 Years
Panels	Lifetime	Panel Textiles, Electrical Devices, Task Lights - 5 Years
Coat Racks and Lecterns	5 Years	None
Folding Tables (Laminate & Molded)	1 Year	None
Height adjustable tables Height adjustable tables	5 Years	Motorized parts (on electrical tables) – 2 years

GLOBAL'S WARRANTY DOES NOT APPLY (FOR ANY PRODUCT CATEGORY) TO THE FOLLOWING:

- Failures due to wear and tear
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to Global's written instructions and warnings
- Modifications, attachments or repair methods not approved by Global
- Damage caused by a carrier in transit, or delivery/installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colorfastness or the matching of color of textiles
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- Products used for rental purposes

Global's warranty does not cover the costs of transportation or labor. Repair or replacement will be at Global's option.

Warranties

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

Global's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.

Warranties

KIMBALL

LIMITED PRODUCT WARRANTY

Kimball warrants that its products are free from defects in materials and workmanship given normal use and care for a lifetime of single-shift service. Normal use is defined as the equivalent of a single shift, 40-hour work week and for seating up to 275 lbs. user weight.

Exception: Some products and parts have limited warranty periods.

THE FOLLOWING PRODUCTS ARE WARRANTED FOR 3-SHIFT 24/7 SERVICE:

- Itsa
- Itsa HD task models (up to 400 lbs. user weight)
- Joya three-shift pre-configured task
- Joya heavy-duty task (up to 400 lbs. user weight)
- Wish, excluding Wish Classic, (up to 400 lbs. user weight)

At its option, Kimball will repair or replace with comparable product, free of charge to the customer, any product, part or component manufactured and/or sold by Kimball in North America after November 6, 2000, which fails under normal use as a result of such defect.

In the event that use of a product exceeds normal use as defined above, the warranty period for such product will be reduced to 12 years from date of manufacture, and the warranty for the product's components that fall under different warranty limitations, as listed at right, will be reduced to one-third of the original warranty. This warranty is made by Kimball to the original customer for as long as the original customer owns and uses the product. This warranty is only valid if the products are given normal and proper use, and installed or used in accordance with Kimball installation and/or application guidelines, and installed by an authorized Kimball dealer or agent. Kimball assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE EXCLUDE AND WILL NOT PAY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES UNDER THIS WARRANTY.

All warranties run from date of manufacture.

WARRANTY PERIODS

Warranty periods are limited for certain products and/or component parts as follows:

10-YEAR WARRANTY

- Bingo® side chairs and stools
- Pep™ seating
- Poly™ seating
- Seating mechanisms and controls
- Veneers
- Laminate
- Pneumatic lifts (cylinder assembly)

Warranties

5-YEAR WARRANTY

- High-wear parts (such as casters, glides, drawer slides, moving chair arms)
- Xsede and Priority height-adjust base mechanism and electrical control box
- Electrical/power products
- Inflatable lumbar supports
- Lighting
- Desk sets
- Monitor arms
- Keyboard kits
- Covering materials (such as foam, most textiles, 3D laminate, and decorative trim)
- Markerboards

3-YEAR WARRANTY

- Wool felt
- Custom products
- Carnegie Fabrics
- Helio mesh
- Itsa mesh
- Joya mesh
- Wish mesh

1-YEAR WARRANTY

- Jolt™

WARRANTY EXCLUSIONS

This warranty does not cover:

- The substitution of non-Kimball Office components for use in place of Kimball Office components
- Naturally occurring variations and differences in grain character and color between and within wood species
- Natural variations in marble and leather
- Damage caused by a freight carrier
- Normal wear and tear arising from product use
- Damage resulting from improper use or storage of the product
- C.O.M. (Customer's Own Material) or any other non-standard material specified by the customer, including attributes such as appearance, durability, quality, performance, colorfastness, etc.
- Alliance program fabrics
- Fabric, leather, and felt fading and wear, discoloration from contact with liquids or change in color or texture caused by application of finishes (flame proofing, stain resistance)
- Alterations to the product not expressly authorized by Kimball
- Products considered to be of consumable nature (such as bulbs, light ballast, and certain electronic products)

This warranty is only valid if the products are given normal and proper use, and installed or used in accordance with Kimball Office installation and/or application guidelines, and installed by an authorized Kimball Office dealer or agent. Kimball Office assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products.

Warranties

Facilities managers and users are urged to make periodic inspections to look for signs of structural fatigue, damage or potential failure that may occur as a result of daily handling and use. Inspections should include the structural joints, corner blocks, screws or fasteners, welds, and any other points of stress. If any problems are found, the product should be taken out of service.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE EXCLUDE AND WILL NOT PAY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES UNDER THIS WARRANTY.

As the manufacturer of your furniture, we stand behind the craftsmanship of our products. When brought to our attention, we will address warranty issues quickly and effectively.

Warranties

ALUMNI

15 YEAR LIMITED WARRANTY

Alumni Classroom Furniture Inc. warrants all steel fabricated components of its frames to be free from defect in materials and workmanship under normal use, service and handling for a period of fifteen (15) years. This warranty does not cover misuse or abuse of the product.

Laminated tops are covered for a two (2) year period against manufacture defect causing delaminating.

Moving mechanisms are warranted for five (5) years against manufacture defect. Regular maintenance and lubrication is required for moving mechanisms.

Chair shells are warranted for five (5) years against manufacture defect.

Alumni will repair or replace the product determined to be covered under warranty with an equal or current model.

Alumni Classroom Furniture Inc. reserves the right to inspect the product in question to assess the cause of damage.

Warranties

ARCADIA

Arcadia products are guaranteed against defects in material and workmanship for a period of ten (10) years from the original invoice date. Pneumatic lifts, tilting mechanisms and casters are warranted to be free from defects in materials and workmanship for a period of four (4) years. Fabrics and electrical/data units are warranted to be free from defects in materials and workmanship for one (1) year or the extent the manufacturer will warrant further, whichever is greater. Customer's Own Materials (COM/COL) are not included in this warranty.

This warranty does not include defects from normal wear and tear. Normal wear and tear is defined as single shift service, (8 hours per day), five days per week. Arcadia assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration or neglect use of the product.

The warranty provisions set forth above are expressly in lieu of all other warranties, express, statutory or implied in fact or by law, and all remedies against. There are no implied warranties of merchantability or fitness for a particular purpose made by Arcadia in connection with the sale or use of any such article of furniture.

If a defect in material or workmanship has occurred, Arcadia reserves the right to determine if the problem has occurred under normal use. The defective product will be repaired or replaced at the option of Arcadia, free of charge to the customer.

Warranties

CORIANDER

Coriander Designs, Inc. warrants that each item sold hereunder shall be free from defects in material and workmanship under normal use and proper care for a period of ten (10) years by the original purchaser, except as limited below.

The ten year warranty is effective with all product produced January 1, 2003 and thereafter. Should defects appear in any goods hereunder within the warranty period; Coriander Designs, Inc. will repair or replace any items or defective parts which are returned to Coriander Designs facility at Buyers Expense upon twenty (20) days prior written notice and pursuant to Coriander Designs, written Returned Goods Authorization Form. Said notice shall specify the nature of the defect, which must have occurred within the warranty period stated above. Buyer will be charged for any replacement parts and items when shipped to Buyer, but full credit will be given to buyer when defective parts are returned to Coriander Designs.

Coriander Designs will not assume costs of repairs made with out Coriander Designs express written prior approval.

This warranty does not apply to any goods or replacement parts which have been damaged through misuse, negligence or accident (including shipping damages) on the part of the buyer or any third party.

This warranty does not apply to any item in which parts, other than replacement parts supplied by or approved by Coriander Designs have been used. This warranty does not apply to any items that have been altered in any way by the purchaser or any third party. If seating has been re-upholstered by any party other than a factory authorized person or altered in any way, no warranty applies.

No warranty is made as to the quality workmanship, performance or color permanence of any fabric or upholstered materials, nor as to the color fidelity of any fabric, wood or metal finish, and there are no warranties expressed or implied, of merchantability, fitness or otherwise which extend beyond the first paragraph of this warranty. For any breach of warranty, expressed or implied, the liability of Coriander Designs, Inc, to buyer or to any person is hereby limited to the replacement of any articles which appear to be defective in the opinion of Coriander Designs. In no event shall Coriander Designs, Inc be liable for the lost of profits, loss of goodwill or any consequential or incidental damages. No breach of warranty shall be asserted against Coriander Designs, Inc. more than ten (10) years after date of delivery to carrier FOB Coriander Designs, Inc, facilities.

Storage Due to the limited storage facilities available at Coriander, we must implement a storage and service fee for all finished product not removed from our factory in a timely manner. This fee will be charged as follows: 10% per day, per invoice amount. The daily charge will begin on the 10th working day after you have been notified that your purchase order is completed and is ready to be picked up, either by fax, email, or phone, unless other arrangements have been made.

Terms and Conditions of the Sale: All orders should be placed with Coriander Designs, Inc. 20485 144th Avenue N.E. Woodinville, Washington 98072.

All orders must be in writing, no phone or oral orders will be accepted. Orders are priced due to prevailing prices at time of order acceptance. The list prices are for product only and do not cover charges for planning, design services, freight, storage, installation, state and local taxes or similar expenses.

Warranties

All prices are FOB factory. Woodinville, Washington. Ordering: All orders or change orders must be in writing. All prices and specifications are subject to change with out notice. Factory lead times start after a completed purchase order is received, and a factory acknowledgment is signed by the purchaser and received back at the factory. This signed verification acknowledges that the information contained in our acknowledgment is correct. Lead times are approximate.

Cancellations cannot be accepted after an order is placed into production. The order must be shipped upon completion. Orders canceled before order is placed into production must be confirmed in writing. No oral cancellations will be accepted.

Terms: Terms of Net 30 days will be extended on that portion of credit extended to accounts that have been approved. All other accounts are required to have a 50% deposit of the invoice amount paid at time of order acceptance and the balance paid by certified check, or cashiers check at time of pick up or release to common carrier. The buyer shall be liable for all costs in attempting collection of past due accounts, including attorney's fees, whether or not litigation is pursued. Past due accounts are subject to a 1 1/2% (18%per annum) late charge, or maximum amount permitted under state and local laws for each thirty days the outstanding balance remains beyond the thirtieth day after invoice date. Withholding of payments because of carrier damages, shortages or other disputes is illegal and subject to charges.

Returned goods will be subject to a 50% restocking fee and refurbishing charge in addition to shipping costs. No returns will be accepted on special or custom made products. No returned goods will be accepted with out a previously written **Coriander Return Authorization Agreement.** Credit: A line of credit may be established upon acceptance of satisfactory references, including the completion and signing of Coriander Designs, Inc. **Customer Credit and Information Form.** Coriander Designs, Inc. may change or cancel credit terms at its discretion without notice and request advance payment at its option. All first time orders need a 50% deposit with CBD until credit application is complete.

Warranties

DIVERSIFIED WOODCRAFTS

PRODUCT WARRANTY

We guarantee our products against material defect and/or faulty workmanship for the lifetime of the product. During this period Diversified Woodcrafts will replace or repair, at its discretion, any product that upon inspection, exhibits defects in material or workmanship. This warranty shall include the costs of replacement parts of materials, but does not include labor, or shipping costs for such. This warranty doesn't cover damage in transit or damage caused by misuse, abuse or faulty installation, color grain or texture of wood or other covering materials. No other warranty is express or implied.

The Warranty Claim must be filed with the local authorized dealer. The dealer will review the claim and forward the information to Diversified Woodcrafts, Inc. for response.

Warranties

ECR4KIDS

ECR4KIDS WARRANTY POLICY

QUALITY SATISFACTION GUARANTEE (QSG)

ECR4Kids guarantees the quality of all of our products. You can trust the quality and safety of our furniture and materials, providing the peace of mind that our products are made to last. We are committed to your complete satisfaction. If for any reason, you are not satisfied with the quality and workmanship of our products, simply return it within the first 30 days of purchase. We are here to service your needs and are working toward becoming one of your most trusted suppliers.

WARRANTY

ECR4Kids warrants that its products shall be free of all substantial defects in original material and workmanship that may become evident within certain time constrains. This limited warranty does not cover apparent defects caused by abusive or abnormal use of the product, or failures resulting from inadequate inspection and maintenance. ECR4Kids may repair or replace, at its option, any portion of the product which proves to be defective under the terms of this limited warranty at no further cost to the buyer. Proof of purchase from an authorized dealer is required. Customer must present proof of defect in the form of images and/or actual defective product at the time of claim to ECR4Kids. ECR4Kids can and will request that defective product be presented for review at our discretion.

THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. ECR4Kids shall be liable under this limited warranty only for the cost or, at its option, the repair or replacement of defective products. All incidental or consequential damages which may arise, including but not limited to business losses, personal property damage, and third party liabilities are hereby expressly excluded. Also expressly excluded under this warranty are glides/casters, vinyl/fabric upholstery material, damage resulting from sun/rain or weather, and ink based products.

WHAT WARRANTY COVERS

Fabric Seams	Unraveling, tearing, ripping, cracking or splitting
Eyelets	Coming apart or loose from the cot cover fabric
Cot Corners (Plastic Legs)	Cracking or breaking
Chair Seat/Back	Cracking or breaking
Metal Parts	Bending, rusting or breaking
Wood	Splitting
T-mold/Edge banding	Separating
Table Legs	Bending, rusting or breaking

Warranties

Category	Sub-category	Warranty Period
Tables	Activity Table	10 Years
	Hardwood Table	10 Years
	Media Table	10 Years
	Resin Table	10 Years
	Bentwood Table	10 Years
	Open Front Desk	10 Years
Seating	Bentwood Chair	10 Years (1 year on boots)
	Ladderback Chair	5 Years
	Resin Chair	5 Years
	Stack Chair	10 Years
	Benches	10 Years
Art	ALL	1 Year
Active Play	Climb/Crawl/Play (Feber)	2 Years
	Sand & Water Play	1 Year
	Tunnels/Cubes	Lifetime
	Balance & Coordination	Lifetime
Storage & Organization	Fold and Lock	Lifetime
	Plastic Storage	Lifetime
	Storage Cabinet/Shelf/Rack	Lifetime
	Coat Locker	Lifetime
	Carts & Organizer	2 Year
	Lock and Roll	Lifetime
Dramatic Play	ALL	Lifetime
Soft Zone	ALL	1 Year
Cots/Mats	Cots	10 Years
	Rest Mats	2 Years
Blocks & Manipulative	ALL	Lifetime
Infant & Toddler	Infant & Toddler	1 Year
Literacy	ALL	Lifetime
Teacher Supplies	ALL	1 Year

Warranties

HASKELL OFFICE

The following limited Lifetime Guarantee applies to all Haskell products:

Haskell guarantees, to the Original Purchaser of this Haskell furniture, all parts to be free from defects in material and workmanship; and as long as the Original Purchaser owns this furniture, we will replace any metal part or parts thereof which our examination discloses to be defective, provided no unauthorized corrective action has been taken prior to such examination. Please note, this guarantee does not apply to product misuse, abuse, or alteration. We do not cover damage caused by accident, fire, flood or act of God.

EXCEPTIONS TO THE HASKELL LIFETIME GUARANTEE

Ethos Series – 12 years on casters, glides, pneumatic cylinders, tablets and tablet support arms.

Echo Series – marker board laminates are subject to manufacturer's published warranty.

Fuzion Sit Stand Series – 12 years on casters, glides, and adjust mechanism. 20 years on hydraulic cylinder.

Warranties

JONTI-CRAFT

WARRANTY

Jonti-Craft, Inc. unconditionally guarantees customer satisfaction on all products. If you are not satisfied with any product, simply call us before it has been used and we will arrange to have it shipped back to our plant for replacement.

Our Customer Relations Team will be happy to assist you in filing a warranty claim. Please contact us via email or phone to begin the process. Please be prepared to explain the problem you are experiencing with your product, including invoice number, purchase date, and photos and we will guide you through the warranty claim process.

We will also extend the following guarantees against any defect in material or labor, absent any misuse or damage by the customer. Please note: Jonti-Craft products are for indoor use only.

LIFETIME WARRANTY

Jonti-Craft® Birch Furniture
Rainbow Accents® Furniture
MapleWave® Furniture
TrueModern® Furniture
YoungTime® Furniture
KYDZ Suite® Furniture

5 YEAR WARRANTY

Berries® Tables and Chairs
Jonti-Craft® KYDZ Ladderback Chairs

1 YEAR WARRANTY

ThriftyKYDZ® furniture
Jonti-Craft® Glider Rocker

*For non-wooden components, please contact Jonti-Craft for specific warranty timeframes.

Warranties

MEDIA TECHNOLOGIES

All standard products manufactured by Silver Street Incorporated, home of mediatechnologies®, unless otherwise covered by a product specific guarantee and or warranty, are guaranteed against defective material and workmanship for a period of five (5) years from the date of purchase.

Silver Street Incorporated does not warranty any product or hardware which has been installed incorrectly, exposed to high humidity, moisture and extreme temperatures for long periods, excessive loads, misuse, abuse or was not manufactured by Silver Street Incorporated.

We will repair or replace, at our discretion, any defective item without cost to our customer. This is customer's sole and exclusive remedy against us. No delay in shipment or delivery shall give rise to any liability for damages whatsoever. We are not liable for defects caused by customer or any third party. Customer is not authorized to make any repairs whatsoever or to deduct any amount from the purchase price.

In no event shall our liability under this warranty exceed the purchase price. In no event shall we be liable for incidental, special or consequential damages. We disclaim all other warranties, express or implied, as to any matter whatsoever, including without limitation, quality, design, performance, specifications, samples, condition, merchantability and fitness for any particular purpose. No action may be commenced for breach of this warranty more than six months after the cause of action accrues and any such action may only be brought in the county of Oceana, State of Michigan.

Warranties

MOORECO

MOORECO PRODUCTS LIMITED WARRANTY – BALT BRAND

MooreCo warrants that your Product is free from defects in materials or workmanship, subject to the below schedule. This warranty only applies to Products purchased directly from an authorized MooreCo dealer and is only valid for the original purchaser and for the original installation. The warranty is terminated upon transfer, sale, or modification of the Product.

If a Product is defective in materials or workmanship, MooreCo will replace or repair it at no charge, based on the below schedule. This is your sole and exclusive remedy, and repair or replacement of the Product will be at the sole discretion of MooreCo. Shipping charges to the repair facility will be the responsibility of the purchaser, and shipping charges to return the repaired Product to the purchaser will be paid by MooreCo, except for Products returned for repair during the first 30 days after purchase, in which case all shipping charges will be paid by MooreCo. This warranty is subject to the limitations, exclusions and other provisions below, and applies to Products purchased after February 1, 2010 which are delivered within the United States of America and the Commonwealth of Canada.

Hierarchy seating is tested and warrantied for users up to 253lbs. Use above that weight is not tested or warrantied and considered misuse and abuse.

Use of “short throw”, wall mounted projectors are only warrantied on the Interactive Projector Board (2G5 and 4G5) series and Interactive Projector Board + Whiteboard System (764XX).

Limitations involving particular Product lines, materials and components: The particular Product lines, materials and components listed below are warranted according to the following schedule from the date of sale:

EXCLUSIONS

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage caused by abuse, misuse, neglect, vandalism, accident, modifications, or water or fire.
- Damage caused by the carrier in-transit, which will be handled as claims against the carrier
- Modifications or attachments to the Product that are not approved by MooreCo.
- Products that were not installed, used or maintained in accordance with Product instructions and warnings.
- Products used for rental purposes.
- Labor and/or materials to remove and replace Products.
- Damage caused by environmental issues, including use and/or storage of the Product in facilities subjected to uncontrolled high temperatures.

TO THE EXTENT ALLOWED BY LAW, MOORECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOORECO WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR USE, OR OTHER INCIDENTAL DAMAGES.

Warranties

FOR ITEACH/ONEBOARD USERS - TO THE EXTENT ALLOWED BY LAW, MOORECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOORECO WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR USE, OR OTHER INCIDENTAL DAMAGES.

NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE

Federal law does not permit the exclusion of certain implied warranties for consumer Products. Therefore, if you are purchasing this Product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To obtain service under this limited warranty: By following the procedures regarding warranty claims outlined below, you can be assured of the best level of service.

1. Contact MooreCo by phone at 1-800-749-2258 or by mail at 2885 Lorraine Avenue, Temple, Texas 76501 within 30 days of discovery of the defect. Be prepared to prove you are the original purchaser of the Product and provide your model number, description of the Product, and description of the defect. Then provide MooreCo with your name, address, area code, and telephone number.
2. MooreCo will review all pertinent information regarding the claim, including inspection of the Product if deemed appropriate by MooreCo.
3. If MooreCo affirms that the Product in question is eligible under the conditions of the limited warranty as stated above, the customer service representative or another representative of MooreCo will determine whether to provide replacement parts, authorize repairs or replace the Product.

PRODUCTS RETURNED TO THE MOORECO FACILITY WITHOUT A RETURN AUTHORIZATION WILL BE REFUSED.

Warranties

NATIONAL PUBLIC SEATING

MANUFACTURER'S WARRANTY

TEN YEAR WARRANTY
National Public Seating® offers the original user a warranty against all manufacturing defects in material and workmanship from date of purchase for ten years*. If defective, NPS will, at its option, repair or replace the defective product. This warranty does not apply to damage resulting from misuse, abuse or neglect. Authorization for return and / or repairs is required by contacting your dealer. This warranty gives you specific rights, and you may also have other rights which vary by state.

Orders are accepted under the express agreement that under no circumstances will seller be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with the order or with the use or inability to use seller's products furnished under the order. Seller's maximum liability shall not exceed and buyer's remedy is limited to either (i) repair or replacement of the defective part or product, or at seller's option (ii) return of the product and refund of the purchase price. Such remedy shall be the buyer's entire and exclusive remedy.

*Fifteen years on Mobile Cafeteria Tables
*One year for Commercialine

Warranties

NOMAD BY HAMILTON/PALMER HAMILTON

PALMER HAMILTON WARRANTY

PALMER HAMILTON, LLC warrants that its products shall be free from defects in original material and workmanship for the period listed below from the original shipment date or substantial completion date. This warranty shall not apply to normal wear and tear. In the event products are damaged as a result of misuse, abuse, vandalism, neglect, accident, improper application, and modification or repair by persons not authorized by PALMER HAMILTON, the company reserves the right to render any warranties null and void. The company will, at its discretion, repair or replace any defects. Any repair or replacement must be approved in advance by the factory before any action is taken. There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.

GENERAL EXCLUSIONS/LIMITATIONS

- Any frame leg and/or foot glide, bumper, threaded leveling glide, or endcap contained on or within any of Palmer Hamilton's products sold (Including Nomad) is considered a normal wear and tear item and not subject to warranties specified in table on page 1, whether or not footnoted in table. This includes, but is not exclusive to, any mobile products, chair or stool model NOMAD products, or any HIVE or DAISY collaborative furniture.
- Customer warrants that Palmer Hamilton products are suitable for use in their environment and this warranty does not cover any additional claims resulting in indirect, consequential, or accidental damages to their environment.
- Warranty periods for products are valid for an intended use environment based on an 8 hour per day, 40 hour per week.

MOBILE & ACCESSORIES

- A T-Rex – 60"round single flip top table is warrantied for 5 years.
- B Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's.

PALMER HAMILTON DESIGN

- C Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

NOMAD SEATING

- Chariot Booth – Frame and fiberglass units are warrantied for 5 years. For fabric upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- Encore and Cosmo Chairs – 5 year structural warranty. For upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. Does not include wear items (glides, finishes and upholstery).

Warranties

- Spree Chairs – Upholstery treatments and fabrics are subject to warranties offered by the respective fabric manufacturer.
- Daisy - Frame and structure are warrantied for 5 years. For upholstered fabrics, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- Hive – Because of the extremely custom nature of this product line, please see the Hive Pricer for coverage limits and exclusions.

OTHER

- Carts – Warranty is 5 years for structure and workmanship and 1 year for casters. Carts include the Reload Battery cart, Sync table cart, Aero table cart, Parx table cart, Kendo chair cart, Filo chair cart, and Encore chair cart.
- Booth Movers – Warranty is 2 years. Product is used for fixed frame Chariot booths.
- Essay – This warranty does not cover ordinary wear and tear or problems caused by abusive or abnormal use, modification or alteration, improper assembly/installation, failures resulting from inadequate inspection and maintenance, accident, vandalism, or freights damage. Any incidental or consequential damages, including by not limited to business losses, personal property damage and third party liabilities are hereby expressly excluded.

All warranty terms, conditions, limitations and exclusions are subject to change without notice.

Warranties

PARAGON

LIFETIME STRUCTURAL WARRANTY

Paragon Furniture, L.P. provides a lifetime structural warranty against defects in materials and workmanship given normal use and care. This warranty is valid only for the original purchaser and is non- transferable from date of manufacture. Normal use is defined as the equivalent of a single shift, 40 hour work week. Paragon Furniture, L.P. reserves the right to inspect, repair or replace at original invoice value any part or product that is defective.

LIMITATIONS

- Fifteen Years Work surfaces, does not include scratches to laminate caused by metal or sharp objects
- Ten Years Crossfit Motion Sit to Stand Desk and Pneumatic
- Three Years Vinyl Textiles, Televisions, and TeamWorks
- One Year Mechanical Parts Such As: Electrical components (i.e., power strips, outlets, data connectors) drawer and door mechanisms, keyboards, and white board surfaces and Blender Seating

EXCLUSIONS

This warranty does not apply to:

- Freight damage
- Normal wear and tear which is to be expected during the period of ownership
- Appearance, durability, quality, behavior, colorfastness or any other attribute of customers own material (COM) or any other non-standard Paragon material specified by the customer after application to a Paragon product
- Natural color variations, color fastness, occurring in laminate, plastics, paints, grain or texture of wood and other covering materials
- Non-compliance with assembly, installation, and maintenance instructions
- Product abuse, negligence, misuse, outdoor use, modifications or alterations not authorized by Paragon or improper care and maintenance of our products
- Incidental or consequential damages such as lost profits, personal property damage, third party liabilities, damage to customer's property, and incompatibility of product with customer's flooring or other customer property.

NON-STANDARD PRODUCTS

Non-Standard Paragon Product and Paragon Specials will have a limited one-year (1) warranty in addition to the above exceptions and Paragon is not liable for product.

As a furniture manufacturer, we stand behind our craftsmanship and pledge to do everything we can to resolve any issues you may have within these warranty terms as quickly as possible.

Paragon has the right to update and change the warranty at any time. Purchase of products from Paragon shall be subject to Paragon's current warranties which can be found at www.paragoninc.com

Warranties

SAFCO/MAYLINE

Please Note: Mayline®—Safco® does not require the customer to fill out a warranty registration card. Please keep all purchase documents for the product in event the warranty is needed. Contact our Customer Care team for any warranty assistance at info@safcoproducts.com or (888) 971-6225.

Our warranty pledges excellence in the quality of our products. It helps protect our customers' investments and extends our continuing dedication to our customers after their initial investment.

LIMITED LIFETIME WARRANTY

Safco® warranty obligation: We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This warranty is subject to the provisions below.

LIABILITY LIMITATIONS

The following listed parts, components and supplies are covered under warranty in accordance with the below schedule following the product purchase date.
One Year: Mogo Seat

Three Years: Outdoor Products (Entourage™, Evos™, Canmeleon™ and CoGo™ Product Lines), High Density 4-Post wire shelving and wire components, and electrical components.

Five Years: Glides, casters, polymer-based components, seating upholstery (fabrics and leather), foam, armrests, chrome seating components, user-adjustable work surface mechanisms, laminates, veneer finishes and other covering materials, drawer glides, electrical components, e5™ product line, Event Series, cabinets or mobile systems, components that are either moving parts or controls (guides that are in contact with moving parts), and motors on the ML-Series, E-Series, and LT-Series Height-Adjustable Tables.

Seven Years: Motor on XR-Series Height-Adjustable Tables.

Ten Years: Seating controls and cylinders, Rumba™, Cha-Cha™, Electric Height-Adjustable Table series laminates, and wood seating components. All parts (excluding motor) on the XR, ML, E and LT-Series Height-Adjustable Tables.

WARRANTY SUBJECT TO EXCLUSIONS

Exclusions pertaining to this warranty are as follows but are not limited to:

- Product or product components utilized with the intent to rent or lease.
- Freight damages: Safco is not liable for any product damages sustained during shipping or handling operations. Safco provides specific policies and requirements regarding shipping and handling, and reserves the right to review and address product distribution matters separately.
- Normal wear and tear.
- Product negligence: A product is not considered defective due to misuse or improper installation. Safco products must be installed, used and maintained in accordance with product instructions and warnings.
- Alterations or attachments to the product that were not approved by Safco.

Warranties

- All COM fabric is not covered under this warranty.
- All corrugated products or components.
- Use of non-multiple shift products for multiple shifts.
- Safco's warranty obligation is limited to normal use upon receipt of our products.

SEATING USAGE

Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a prorate manner.

Models warranted for multiple shifts:

- Task Master® Industrial Series
- Soft Tough™ Series
- WorkFit™ Polyurethane Series
- Uber™ Series (500 lbs.)
- Alday™ Intensive-Use (500 lbs.)
- Vue™ Intensive-Use (500 lbs.)
- 24-Hour High Performance Chair (2424AG)

WARRANTY PROCEDURES

Please follow the warranty procedures described below to ensure apt and responsive service.

1. Once a defect has been discovered, the original purchaser must contact Safco immediately (within 30 days of defect detection), in writing, with the serial number(s) (if applicable), date code and model number from the product(s) in question.
2. Upon inspection of the product(s), Safco will collect all relevant information necessary for review of the request.
3. Product replacement, replacement parts and repairs will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

Natural products have varying grains and colors. Due to such natural variations occurring in materials such as wood and leather, these characteristics are not considered defects. Safco does not warrant the color-fastness or matching of colors, grains or textures of such materials. Materials supplied, selected or provided by the customer (COM) are not warranted.

Buyer is responsible for freight to and from factory on all warranty claims. Any description of the goods sold hereunder, including any reference to Buyer's specifications and any description in catalogs, circulars and other written material published by Safco is for the sole purpose of identifying goods and shall not create an express or implied warranty that the goods shall conform to such description.

There are no other warranties, and Safco disclaims all implied warranties including warranties of merchantability, fitness for a particular purpose and freedom from patent infringement. No agent, employee or representative of Safco has any authority to bind Safco to any affirmation, representation or warranty except as stated herein.

Safco shall have no liability for indirect, incidental, consequential or special damages of any kind. These limitations are agreed allocations of risk. Under no circumstances shall Safco's liability with regard to the sale or use of the products exceed the purchase price paid by the buyer for the products. Terms and conditions of this warranty are subject to change without notice.

Warranties

TRENDWAY

LIMITED LIFETIME WARRANTY

Trendway Corporation warrants to the original purchaser that the products described in its price lists, sold after August 1, 2004 will be free from defects in materials and workmanship commencing with the date of initial purchase and continuing for as long as the original owner uses these products. This warranty provides limits on the following products:

10 YEAR

- Electrical Components
- Height-Adjustable Table Frame
- Pneumatic Cylinders
- Mechanisms
- Magnus Olesen

5 YEAR

- Drawer Slides
- Finishes
- Electronic Ballasts
- Height-Adjustable Table Mechanical Components
- System Textiles
- Finishes

3 YEAR

- Veneer
- Magnetic Ballasts
- Trim
- Foam
- Upholstery
- Arm Pads

2 YEAR

- Surface Trend Fabrics
- Height-Adjustable Table Electrical Components

1 YEAR

- Non-Standard Product
- Personal Task Lighting
- Access Flooring

The following exceptions apply to all product lines:

- The Trendway warranty applies to normal three shift office use, with the exception of seating. Seating is warranted for single-shift usage.
- Damage caused by improper treatment of the product including exposure to unusual environmental conditions (extreme climates, acids, and moisture)

Warranties

This comprehensive warranty applies to all products installed or reconfigured by a Trendway authorized installer. Trendway will repair, or at its option, replace defective merchandise, free of charge, which, when used normally and pursuant to Trendway's published instructions, and applicable planning guide information, prove to be defective within the period stated. This remedy is expressly agreed to be exclusive as a condition of sale. No person is authorized to assume for Trendway any warranty liability, except as expressly set forth in this paragraph, or set forth in writing by an authorized officer of the company at its headquarters in Holland, Michigan.

Any and all labor charge backs must be pre-approved by Trendway's Customer Care Manager in writing. Trendway will reimburse authorized Trendway dealers and service centers for approved warranty labor during the first year of use. This warranty does not apply to damage resulting from accident, alteration, transport, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. Trendway employs quality measures to ensure color consistency in our products. However, due to the effects of light and other environmental factors, no guarantee can be made for an exact match to product in an existing installation.

Natural variations occurring in materials such as wood and leather are not considered defects, and Trendway does not warrant the matching of colors, grains, textures or colorfastness of these materials.

Trendway provides a three-year warranty on veneer products for quality and craftsmanship. Due to the natural properties of wood, the following are not covered under this warranty:

- Changes in wood color resulting from exposure to light or aging
- Natural color variation between wood veneer and solid wood pieces, or resulting from veneer lay-up
- Natural variation in woodgrain or the presence of character marks
- Normal wear and tear
- Exact match to swatch materials

Trendway makes no warranty to purchasers who acquire products for personal, family, or household purposes, or to purchasers acquiring the product other than directly from Trendway Corporation, its authorized dealers, or others who are specifically authorized by Trendway to sell such products. Trendway's liability with respect to its products shall not exceed that expressly set forth above irrespective of the theory upon which a claim might be based, including negligence. Under no circumstances shall Trendway be liable for incidental or consequential damages. Original product label must be attached to the product in question.

The warranty period is not interrupted or prolonged by the performance of a service under the terms of the warranty. There are no other warranties except as expressly set forth above, either express or implied, including any warranty of design, merchantability or fitness for any purpose.

This warranty supersedes all previously printed Trendway warranties.

Warranties

WISCONSIN BENCH MANUFACTURING

LIMITED WARRANTY

All products sold by WB Manufacturing are warranted against defects in workmanship or materials under normal use for two years after date of purchase from WB Manufacturing, unless otherwise stated. Any part which is determined by WB Manufacturing to be defective in material or workmanship and returned to WB Manufacturing (shipping costs pre-paid) will be, at WB Manufacturing's option repaired or replaced, as the exclusive remedy. See more warranty details for specific product warranties.

WARRANTY DISCLAIMER

WB Manufacturing has made a diligent effort to illustrate and describe the products in our catalogs accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty that the products are merchantable or fit for a particular purpose, or that the products will necessarily conform to the illustrations or descriptions.

No warranty or affirmation of fact, express or implied, other than as set forth in the limited warranty statement above is made or authorized by WB Manufacturing. WB Manufacturing reserves the right to correct publishing errors.

LIMITATION OF LIABILITY

Any liability for consequential and incidental damages is expressly disclaimed. WB Manufacturing's liability in all events is limited to, and shall not exceed, the purchase price paid.

PROMPT DISPOSITION

WB Manufacturing will make a good faith effort for prompt correction or other adjustment with respect to any product that proves to be defective within warranty period. Before returning any product, write or call WB Manufacturing, giving date and number of original invoice, and describing nature of defect. Title and risk of loss pass to buyer on delivery to the common carrier. If the product was damaged in transit, recipient must file claim with carrier.

PRODUCT SUITABILITY

Many states and localities have codes and regulations governing sales, construction, installation and/or use of products for certain purposes, which may vary from those in neighboring areas. While WB Manufacturing attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of product, please review the product application, and national and local codes and regulations, and be sure that the product, installation and use will comply with them.

OSHA HAZARDOUS SUBSTANCE & CALIFORNIA PROP 65 PRODUCT INFORMATION

Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances and a list of products known to the State of California to cause cancer or reproductive harm are available by contacting WB Manufacturing, 507 East Grant Street, Thorp, WI, 54771.

Warranties

The information and recommendations contained on the MSDS supplied by the manufacturer is considered to be accurate and reliable. WB Manufacturing, however, makes no warranty with respect to the accuracy or reliability of the information or the suitability of the recommendations. WB Manufacturing disclaims any and all liability to any user thereof.

WB MANUFACTURING WARRANTY

WB Manufacturing promises to repair or replace any WB Manufacturing brand product or component that is defective in material or workmanship for as long as the original purchaser owns it. This is the sole and exclusive remedy. This warranty is subject to limitations, exclusions or other provisions detailed below.

2 YEAR WARRANTY

WB Manufacturing warrants that its lift lid supports, hard and soft plastic seats, backs, tops, plastic bases, high pressure laminated tops, specifically tops for our tables, desks, replacement tops and benches, wood raised and flat panel doors, components and gas cylinders shall be free of substantial defects in original material and workmanship for two (2) years from date of purchase. Cleaning of the high pressure laminate should be done by warm water and a non-abrasive cleaner. Abrasive materials should not be used to clean the surface. Subject to limitations indicated below.

10 YEAR WARRANTY

WB Manufacturing guarantees that all laminate furniture are to be compliant with Custom Grade or better, as defined in AWI QCP Standards, Eighth Edition, Revision 2, unless contract documents indicate otherwise. WB Manufacturing warrants that its laminate furniture, storage solutions, casegoods and lockers and its steel frame products, specifically our desks, tables, chairs and stools shall be free of substantial defects in original material and workmanship for ten (10) years from the delivery date. To be protected under this warranty, all products must be stored in areas of controlled temperature and humidity, and periodic regular scheduled maintenance must be performed.

WARRANTY LIMITATIONS

WB Manufacturing warrants that its products shall be free of substantial defects in original material and workmanship based on specifications from the date of purchase to the extent detailed herein. This warranty is provided only to the initial purchaser, is non-transferable and is valid strictly for as long as the product is owned by the original customer.

This warranty does not cover ordinary wear and tear or involving primary furniture surfaces. In addition, the warranty does not cover defects caused by abusive or abnormal use, modification or alteration, improper assembly / installation, failures resulting from inadequate inspection and maintenance, accident, vandalism or freight damage. Any incidental or consequential damages, including but not limited to business losses, personal property damage, and third party liabilities are hereby expressly excluded. WB Manufacturing shall repair or replace, at its discretion, any portion of the subject product which proves to be defective under the terms of this warranty. Freight and installation costs are not included. May, at its election, substitute a reasonably comparable product, or a cash refund of the original purchase price (less reasonable depreciation) in the event that the original warrantied product is no longer manufactured at the time the warranty is exercised.

There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.

Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 3
APPENDIX D
a. OMNIA PARTNERS DOCUMENTS
Exhibits A, B, E, F, G

RFP 19-18

Furniture, Installation and Related Services

12-11-2019 2:00pm Central Time

COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

region 4

OMNIA PARTNERS

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Appendix D

REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS, PUBLIC SECTOR

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners, Public Sector.

1.1 Requirement

Region 4 ESC, (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), is requesting proposals for Furniture, Installation, and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners, Public Sector's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector's cooperative purchasing program. Registration with OMNIA Partners, Public Sector as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, Public Sector, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners, Public Sector's requirements to market the resulting Master Agreement nationally to Public

Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners, Public Sector.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners, Public Sector reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners, Public Sector to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners, Public Sector intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners, Public Sector marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners, Public Sector sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners, Public Sector contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners, Public Sector Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $275 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as

established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners, Public Sector).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners, Public Sector's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners, Public Sector designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners, Public Sector and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate

sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent ecommerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remaining a leader in offering excellence in quality workplace products, services and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.

Office Depot, Inc. is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, workspace facilities, furniture & interiors, and school essentials.

The company has combined annual sales of approximately $11 billion, employs approximately 38,000 associates, and serves consumers and businesses in North America and abroad with 1,300+ retail stores, award-winning ecommerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

B. Total number and location of sales persons employed by Supplier.

Office Depot has approximately 1,200 Sales Representatives and Sales Support Team members supporting the contract customers, including those that would be covered by the proposed contract.

The Public Sector and this contract are supported directly by a special team of the most highly qualified and experienced representatives on our contract Sales Representatives Team.

C. Number and location of support centers (if applicable) and location of corporate office.

Office Depot has approximately 55+ sales offices located in the U.S. at the following locations. There are a few more Sales Representatives who operate from their homes in more remote locations and we do not publish those addresses.

State	City	Address	Zip Code
AL	Birmingham	124 Green Springs Highway	35209
AZ	Phoenix	602 South 63rd Avenue	85043
CA	Burbank	3500 W. Olive Ave., Ste 322,322a,322b&324	91505
CA	Menlo Park	1315 O'Brien Drive	94025
CA	San Francisco	303 Second Street, South Towner, Suite 450	94017
CA	San Diego	6170 Cornerstone Court East, Suite 180	92121
CA	Fremont	6700 Automall Parkway	94538
CA	Signal Hill	3366 East Willow Street	90755
CA	Sacramento	4720 Northgate Boulevard	95834
CA	Santa Rosa	1960 Santa Rosa Avenue	95407
CA	Irvine	2855 Michelle Drive	92606
CA	San Ramon	3000 Executive Parkway, Suite 175	94583
CO	Denver	4600 Havana Street	80239
CO	Denver	4690 Geneva St	80238
CT	Naugatuck	50 Rado Drive	06770
FL	Boca Raton – Corporate Office	6600 North Military Trail	33496
FL	Tampa	1907 US Highway 301 N. Suite 190	33619
FL	Weston	2925 West Corporate Lakes Boulevard	33331
FL	Tallahassee	4300-2 West Tennessee Street	32395
FL	Orlando	1801 Cypress Lake Drive	32837
FL	Miramar	10004 Premier Parkway	33025
GA	Norcross	190 Technology Parkway	30092
HI	Hilo	280 Makaala Street	96720
HI	Lihue	3145 Oihana St	96766
HI	Kahului	80 S. Hana Highway	96732
IL	Chicago	300 West Hubbard Street, Suite 202	60654
IL	Carol Stream	515 Kehoe Blvd	60188
IL	Lombard	455 Eisenhower Lane South	60173

IL	Itasca	800 West Bryn Mawr	60143
IN	Clarksville	706 E LEWIS AND CLARK	47129
IN	Indianapolis	3233 N. Post Road	46226
KS	Edwardsville	2401 Midpoint Drive	66111
KY	Louisville	2700 Stanley Gault Parkway	40245
LA	Metairie	6851 Veterans Memorial Blvd.	70003
MA	Billerica	16 Progress Rd.	01821
MD	Columbia	6304 Woodside Court, Suite 6304-A	21046
ME	Caribou	84 Access Highway	04736
MI	Northville	17335 Haggerty Road	48168
MN	Plymouth	1105 Xenium Lane	55441
MN	Maple Grove	7500 Meridian Circle North	55369
MO	Manchester	79 National Way Shopping Center	63011
NC	Charlotte	8658 J. W. Clay Boulevard	28262
NE	Omaha	2809 South 125th Avenue, Suites 390 & 395	68144
NJ	Clifton	4 Brighton Road	07012
NM	Albuquerque	1409 Renaissance Boulevard, NE	87107
OH	Hamilton	4700 Mulhauser Road	45069
OH	Cleveland	3200 Euclid Avenue	44115
OR	Portland	3621 NW Yeon Avenue	97210
PA	Moon Township	200 Cherrington Corporate Center	15108
PA	Bristol	3001 Frost Rd.	19007
PA	Cranberry	250 W Kensinger	16066
TX	Houston	6225 West by Northwest Boulevard	77040
TX	Frisco	3880 Parkwood Blvd, Suite 406	75034
TX	Austin	9501 Amberglen Boulevard-Ste 100 & 200 & 150	78729
TX	El Paso	1313 George Dieter Drive, Unit B	79936
TX	Brownsville	585 East Morrison Road	78526
TX	Houston	1990 Post Oak Blvd.	77056
TX	Houston	1246 Silber Road	77055
UT	South Salt Lake City	300 West 2100 South	84115
VA	Bristol	380 Bonham Road	24201
VA	Chesapeake	520A Woodlake Circle	23320
VA	Richmond	7870 Villa Park Drive	23228
WA	Kent	6805 S. 217th Street	98032
WA	Seattle	1016 1st Ave South, Suite 300	98134
WI	Brookfield	16085 West Bluemound Road	53005

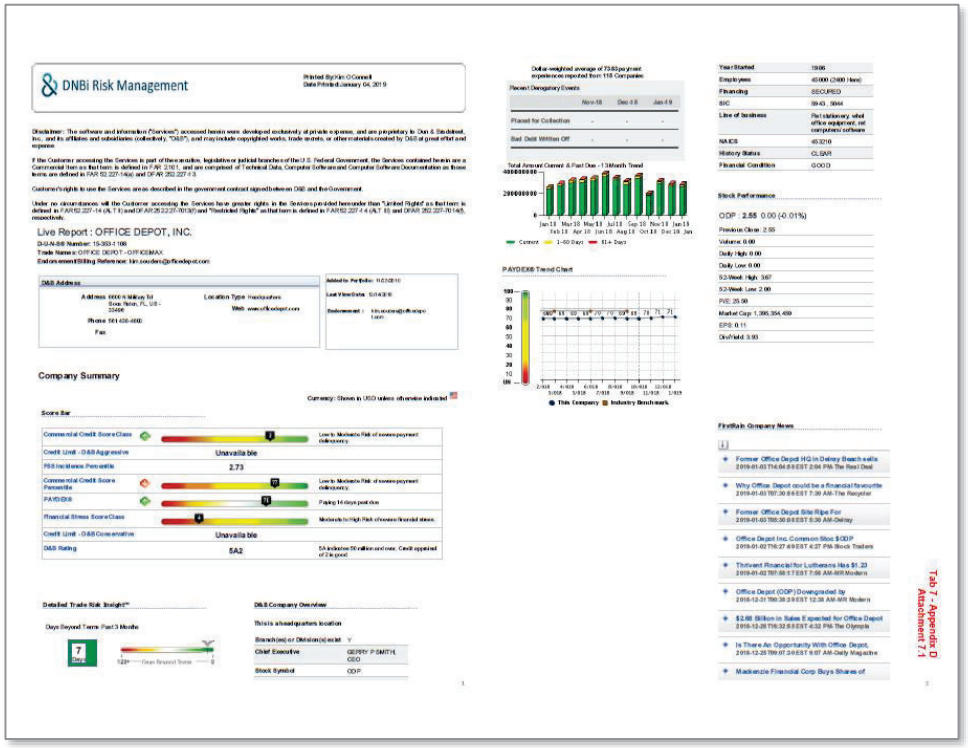
Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

D. Annual sales for the three previous fiscal years.

Office Depot Gross Revenue Year	Amount in US Dollars
2018	$11,015,000,000
2017	$10,240,000,000
2016	$11,021,000,000

E. Submit FEIN and Dunn & Bradstreet report.

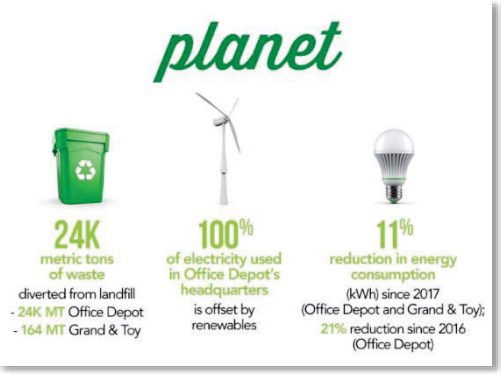
Office Depot's FEIN is 59-2663954.



We have attached a recent Dun & Bradstreet report as *Attachment 3.3D.1* at the end of this tab.

F. Describe any green or environmental initiatives or policies.

Our environmental policy aligns directly with our strategy and is designed to ensure implementation: We have a global environmental policy to buy greener, be greener and sell greener. Central environmental teams initiate, integrate and communicate environmental efforts, but core functions own the actions.



Office Depot has developed a sophisticated program to monitor, measure, and report the results of our sustainability programs and efforts since we committed to this effort in 2003. At the close of each calendar year, we gather data and metrics to provide transparency around our practices as an organization.

Our 2019 Corporate Sustainability Report is available online: http://www.officedepot.com/sustainabilityreport.

We Believe in Sustainability

Office Depot believes that sustainability plays an essential role in the success of our company, our industry and our communities, now and for future generations.

We utilize a "triple bottom line" approach as the framework for our sustainability initiatives – Planet (environmental), People (social) and Prosperity (economic). While the environmental and social aspects help us lower emissions, capture our community impacts, and quantify many other metrics, they ultimately impact our company's success by creating greater business value.

ECONOMIC SUSTAINABILITY	Sales	Spend	Gross Profit
ENVIRONMENTAL SUSTAINABILITY	Eco-Conscious Sales	Eco-Conscious Spend	Waste From Operations
	Recycled Products From Customers	Carbon Footprint From Transportation	Carbon Footprint From Facilities
SOCIAL SUSTAINABILITY	Socially Conscious Sales	Socially Conscious Spend	
	Global Supplier Compliance	Philanthropy	

Example Environmental Results

Office Depot has launched our first set of public-facing Sustainable Development Goal (SDG) aligned sustainability goals around energy consumption, transportation emissions and local communities.

- 25% of total customer purchases were products with at least one meaningful green attribute or eco-label.
- 4.4 million pounds of e-waste was recycled for our customers (3.1M Office Depot, 1.3M CompuCom, 177 Grand & Toy)
- 11% reduction in energy consumption (kWh) since 2017, 21 reduction since 2016.
- Sourced 14,000 products with green attributes in the U.S., of those 1,500 products were rated Dark Green, 4,900 are third-party certified by an eco-label.
- Sourced over 10,000 products with recycled/remanufactured content.
- Recycled over 19 million ink and toner cartridges from customers, equaling over 3,800 metric tons
- Our recycling rate reached 64% of our total waste. We are recycling more of our waste than we are sending to landfills.
- Avoided over 2,000 trees from being cut and reduced our greenhouse gases by over 5 million lbs. of CO2 by shipping customer orders using our GreenerOffice delivery service.

Green Products

All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions.

Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste

Recycled – contains post-consumer and/or post-industrial recycled materials

Remanufactured – made from quality components of previously used products

Recycling Solutions – designed to make recycling simple and convenient

Designed For Recyclability – easily disassembled by you after use

Helps Avoid Waste – reduces or eliminates material waste and/or chemical use

Leadership Forestry – made with fiber from Forest Stewardship Council (FSC) certified forests or sourcing programs

Responsible Agriculture – source from farms that meet specific leadership standards

Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)

Refills/Refillables – designed for continued use, helping avoid single-use disposables

Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables

Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

Save Energy Avoid Emissions

Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products

Renewably Powered – designed to work without relying on an electric connection or disposable batteries

Made With Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy

Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

Use Safer Chemicals/Avoid Exposure

Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives

Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods

Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

Biodegradable in Water – safely breaks down in freshwater or marine environments after use

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Summary of Green Programs

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry first green rating system
- Green Book – an industry first, first published in 2003 and an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 eco-conscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices
- Green Select Cart – a web-based "Green Smart Cart" that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Greener Operations:

- GreenerOffice Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution

Green Reporting & Communication:

- Green Business Review – Our quarterly Green Business Review (GBR) shows purchasing baseline so we can discuss options for improvement
- LEED Credit Report – We support buildings pursuing LEED for Existing Buildings (EB) with pre- and post-performance period LEED EB Credit Reports
- Custom Green Spend Reports – Personalized reports uniquely suited for each customer's need
- Paper calculator – We can help you understand the environmental footprint of your paper choices

Detail of Selected Programs

Green Product Assortment: Office Depot was the first in our industry to introduce a "green" catalog called "The Green Book™" in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.

Green Reporting: You can't manage what you don't measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.

TreeUp Program: Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:

1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
3. The Arbor Day Foundation will either plant trees for $1 per tree or offset carbon at a rate of $7 per ton.
4. We provide you with an invoice from the Arbor Day Foundation for the trees planted or tons of carbon offset.

You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Talk to your Office Depot representative about planting trees and offsetting carbon through TreeUp today.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Office Depot provides a wide range of diversity programs for consideration by the Participating Agencies as described in H. immediately following. When selecting products from Tier II Diversity Suppliers there is no effect on the quoted pricing. When electing to involve a Tier I Diversity Partner there is usually a cost increase based on the discussions with the Partner. These increases can vary by region and by Diversity Partner and will be discussed during the negotiations with the selected Partner. Office Depot does not dictate those increases.

Tier One Alternative: Office Depot has developed a diversity purchasing initiative ("Tier I Program") that can be utilized by end customers to purchase products and services from small businesses, minority-or women-owned suppliers and service-disabled veteran suppliers. We appreciate the opportunity to help our Tier I diversity partners while assisting OMNIA/Region 4 ESC Participating Agencies to achieve their diversity spending goals. Our proposed program maintains the structure of known auditable pricing that Region 4 ESC contracts provide Participating Agencies while meeting the diversity needs of the Tier I Partners.

In the event a Participating Agency wishes to purchase under the Regoin 4 Contract but also elects to utilize an Office Depot Tier I partner in connection with such purchases, Region 4 shall permit the Participating Agency to participate in Office Depot's Tier I program, provided such participation is in accordance with the terms of the OMNIA/Region 4 Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier I Program. The final unit price for the invoice will be the OMNIA contract sell price plus

the Tier 1 program fee which shall be negotiated among the Participating Agency, the Tier 1 partner and Office Depot.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Office Depot does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier I diversity relationships and the participating public agency may choose which, if any, they wish to include in their relationship with Office Depot to meet their specific Diversity Goals.

Office Depot is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

The goals of Office Depot's Supplier Diversity Program are to:

- Form strong partnerships with diverse suppliers.
- Pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- Ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- Affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity.
- Effectively highlight the products of diverse suppliers in our national full line catalog.
- Empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind. To give diverse suppliers the best opportunities to grow and prosper, we actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our Supplier Diversity team includes:

- Michael Barbee, Diversity Accounts Manager responsible for Tier I Sales
- Tira Mann, Consultant, Supplier Diversity Strategy Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II

Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

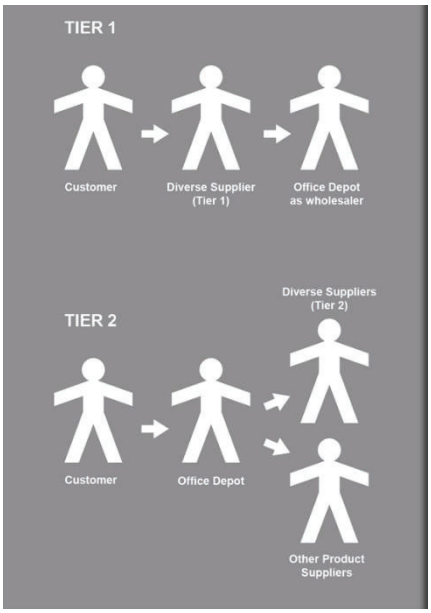
Vendor Diversity (Tier II)

The Office Depot Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the Office Depot vendor development process is organized into five key strategies. They include:

- Seeking out diverse suppliers through vendor fairs and tradeshows
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and HUB member organizations including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), and National Gay' & Lesbian Chamber of Commerce (NGLCC)

- Marketing diverse suppliers to provide them with national exposure through Office Depot's national catalogs, including our Diverse Supplier catalog, www.officedepot.com, business.officedepot.com, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy



The Office Depot Vendor Development team has officially been in place since December of 1999 and in that time has generated over $3.5 billion in sales.

Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. Examples of the team's achievements:

The Office Depot procurement team has participated with the NMSDC and WBENC in several capacities in the pursuit of advancing the supplier diversity initiative at Office Depot and within other corporations, including sitting on the Board of Directors of various local councils.

Since its inception, supplier diversity has accumulated spend with diverse supplies of over $235 million.

2018:

- Tier I Sales for 2018 = $143,303,873
- Total Tier II Sales for 2018 = $311,869,155

2017:

- Tier 1 Sales for 2017 = $170,819,000
- Total Tier II Sales for 2017 = $284,000,000

2016:

- Tier I Sales for 2016 = $220,000,000
- Total Tier II Sales for 2016 = $312,228,158

Tier I Reseller Program

The goal of the Office Depot Tier I Reseller program is committed to providing the following to interested customers. Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
- Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
- Collaboration – The Office Depot Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
- Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating establishment of new minority- and women-owned businesses

A prominent feature that sets the Office Depot Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners, leading to their long-term growth and economic viability.

We combine world-class ecommerce, distribution, and product assortment capabilities to give Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. Office Depot provides product, order fulfillment, and a shared services package (customer service, sales and marketing support, etc.) that benefits our Tier I partners with:

- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- Ecommerce platform
- Mentor-protégé support
- Customer Benefits

Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities

- Enhanced customer service
- MWDVE purchasing credit

I. Describe how supplier differentiates itself from its competitors.

Only at Office Depot

Office Depot's unique offerings bring unusual value to Participating Agencies in areas which may be highly important to those Agencies, providing them opportunities not available from other suppliers. These include:

- Certificates for trees planted or carbon offsets purchased in the Agencies name, which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Agency. Office Depot will purchase the trees or carbon offsets and provide the Member the Certificates. The Arbor Day Foundation TreeUp program is described in our sustainability program under 3.1.F.
- In-Store self-printing capability using Agencies Credit Cards, enabling quick printing of small jobs in the Office Depot/OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most Stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.
- A new group in Office Depot specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less that complete satisfaction.
- All Office Depot / OfficeMax Retail Stores offer all customers the opportunity to donate a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program

Other key differentiators include:

- Largest portfolio of products and services in the industry with value-adds:
  - Janitorial & Breakroom Supplies
  - Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
  - Print-on-Demand
  - Virtual File Cabinet
  - Brand Identity
  - Managed Print Services
  - Promotional Products
  - National copy and print program for in-store use
  - Furniture
  - Over 275,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middle men that add cost to the sell price.
- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Quarterly Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Service team with a One-Call-Resolution process
- 25 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agencies locations, from the Main Offices to the smallest location, a level of service that exceeds Member expectations.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Office Depot is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Office Depot is not subject to debarment or suspension actions to the best of our knowledge.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

With 32+ years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer "modern supplies" and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Region 4 ESC and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Committed to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as "voice of educator" with our business teams. In this, Office Depot is better equipped to listen and

understand key educational insights to best support the work of learners and educators across the country.

As a full-service supply company, a national furniture dealer (Workspace Interiors by Office Depot™), and with recent investment in our innovative technology company CompuCom™ we are proud to share a full spectrum of modern, relevant, and holistic services. Below you will find the full spectrum and explanation of our K-12 offerings: Healthy Schools, Modern Learning Resources, Services, and of course supplies!

Furniture

As part of its full complement of business service programs, Office Depot features a full-service furniture division specializing in the supply, service, and management of contract business interior products and programs. The Furniture Division works in tandem with the Office Supply, Technology, Design/Print/Ship, and Retail divisions to offer our clients comprehensive well-managed solutions for supporting their businesses. Office Depot supports our clients' corporate, regional, local, home office, and individual needs wherever they may be. We provide services and products for all business types, including corporate office, hospitality, learning, government, offering specific product and service packages for businesses of all sizes.

Our comprehensive product offering, including furniture and art, can be blended and tailored to meet all functional and/or financial requirements. Seasoned, knowledgeable management and support staff provide a complete offering of services including: Interior Design, Project Management and Coordination, Moving, and all other services you would expect from a full service Business Furniture and Services Dealer.

Office Depot works closely with our clients to determine their exact needs and preferences. This information is developed and communicated to our manufacturers, offering products manufactured to specification. Sales professionals, project managers, and designers are all trained on our varied complement of vendors offering product manufactured to spec. We employ a wide variety of methods to communicate and confirm the details associated with development of customized solutions, including written specification, 2D, and 3D drawings. Rendering and virtual walkthrough programs are sometimes utilized to demonstrate complex details and concepts. Customized furniture and furniture programs are part of the foundation that drives Office Depot's furniture business. We welcome all inquiries and treat every request with a high level of importance.

Paper

Office Depot has aligned ourselves with the largest copy paper supplier in North America to best support our customers and distribution centers. This partner is Domtar, who has been Office Depot's vendors of choice for years. By funneling as much business as possible through this resource, we have lowered the cost-to-serve for Office Depot and

have become the single largest paper buyer for this supplier. In fact, Office Depot is one of the largest buyers of paper in the world today. This guarantees us aggressive pricing in the market, which in turn we pass on to our Region 4 Participating Agencies.

Our strategic relationships have also improved the efficiency of our supply chain and have allowed for more accurate forecasting of our purchases. As a result, the flow of goods is much smoother for our vendors, without the peaks, valleys and spot buys of the past leading to consistent access for School operations.

Due to the volatility of the paper market, we have no formal written agreement with any of our paper suppliers. We will continue to react as the market changes and work to offer Region 4 Participating Agencies the most advantageous cost in the bid process. Our strategic relationship and large volume will work in our favor when the paper market changes. With our partnerships securely in place, we will be assured steady shipments of goods when other suppliers may be struggling.

Office Depot offers many recycled paper solutions and has several enhancements to its branded lineup of copy, inkjet and laser papers that may be of interest to Region 4 Participating Agencies. Office Depot also offers 100% recycled Office Depot paper and Domtar FSC Earth choice paper.

Office Depot's enhanced branded offerings consist of the following papers: Premium White Copy Paper, Premium Enviro Copy Recycled Copy Paper, Platinum Super White Copy Paper, Premium Inkjet Paper, Premium Laser Paper, Platinum Color Inkjet Paper, Platinum Color Laser Paper and Platinum Color Copy Paper.

Approximately 90% of the cut-sheet papers sold by Office Depot is certified by one of the four main responsible forestry certification standards, CSA, FSC, PEFC or SFI.

Non-Cut Sheet Paper Solutions: Office Depot offers over 1,000 non-cut sheet paper products in the Green Book.

Office Depot introduced Office Depot Green, a line of products including paper, that are designed to be very Green with environmentally friendly packaging and high recycled content in the product and packaging.

Increased Recycled Content: Perhaps the most noteworthy change in the Office Depot lineup concern environmental performance is that all red top copy paper is 0% PCW and the Green top copy paper is currently at 30%.

Additionally, all Office Depot brand paper is now elemental chlorine free, employing an advanced brightening process to reduce pollution while enabling the production of bright, white paper.

Toner

Office Depot sells more ink and toner worldwide than any other authorized reseller. We use this buying power as leverage to acquire the best volume discounts, as well as promotional support to drive down costs and increase sales in the category. We typically order in pallet and/or truckload quantity, allowing us to have the lowest unit price. Office Depot has a low-cost structure for receiving, picking, packing and delivering product to the end user.

Office Depot offers both OEM, remanufactured, and third-party OEM toner products. We offer a comprehensive toner reference in both our hard copy and online catalogs. Our print catalog clearly identifies whether an item is OEM, remanufactured, or third-party OEM and provides both the manufacturer and manufacturer's part number.

Our website identifies product descriptions, toner yields, and the status of the toner cartridge as either OEM, remanufactured, or third-party OEM.

Office Depot branded cartridges are an important way for customers to save procurement dollars while maintaining the same quality as OEM products:

Quality: Independent industry experts regularly test Office Depot brand cartridges. Our cartridges provide print quality and page yield equal to the National brands.

Remanufactured – Not Refilled: The plastic core of the ink and toner cartridges is refurbished while ALL critical components are replaced or refurbished and 100% post-production tested.

Workspace Facilities (Cleaning and Breakroom)

Office Depot provides a wide array of products and services, offering a customized solution to fit the complete breakroom needs of your organization and its end users. From breakroom products to core facility cleaning and appearance standards for consistency, you'll find the solutions you need to maintain your office or warehouse from one dependable source. Consolidating to Office Depot provides you with opportunities for overall control of operations and reducing costs that you may not have thought possible.

Approach

We have a team of trained cleaning & breakroom specialists dedicated to fully understanding the needs and aspirations of each customer's facilities. We generally will conduct site assessments so we can fully understand the current situation. We then will actively listen to your stakeholders needs, initiatives, and decision-making criteria to propose a customized solution that satisfies your objectives. Our goal is to translate your desires into a cost-effective reality.

Equipment

Coffee Brewers. We provide brewer options for both traditional coffee as well as single cup systems. We stock an array of brewing systems that allow us to provide the right equipment for the expected usage as well as the space available by breakroom. In addition to brewers, we provide associated equipment like airpots and carafes to round out the brewing process. Equipment may be eligible for significant discounts based on committed volumes. Please speak with your Office Depot Solution Development Manager to discuss your needs and incentives.

Water Filtration. We provide water filtration systems in both countertop and floor models. The combination of clean drinking water and a modest environmental footprint in comparison to bottled water frequently makes sense in both economic and sustainability goals.

Service

We have an in-house service group that makes installs and break/fix service cost-effective. Our in-house team confirms all installations or service calls prior to scheduling. We coordinate the installations and communicate to your end users as required for broken equipment. All installation billing is from Office Depot and we are your single point of contact.

Appliances

Office Depot is your source for breakroom basics like refrigerators, microwaves, and other small appliances that are available with fast lead times and easy ordering.

Hot Beverages

We have hundreds of coffee choices in a variety of pack sizes including well known consumer favorites like Folgers and Maxwell House, premium brands including Starbucks and Gevalia, and our own blends of Executive Suite, a private brand produced exclusively for Office Depot. We also carry one of the largest selections of Keurig single-serve products available. In addition, we have an extensive selection of teas and hot cocoa in both traditional and single-serve packets.

Breakroom Essentials

We have a full complement of products to enhance the hot beverage experience with sweeteners and condiments, a variety of supplies to keep the breakroom organized.

In addition, we provide multiple choices of hot and cold cups, napkins, disposable tableware, and cutlery. We source these products from industry leaders like Dixie, Georgia

Pacific, as well as Office Depot brands. Many of our own products are from highly sustainable sources so you can combine cost-savings with social responsibility.

Cold Beverages

In addition to bottled water and soda, we stock a significant selection of teas, energy drinks, juices, and sparkling water. Office Depot offers over 150 different products of this type are available for next day delivery.

Snacks and Food

You can select from over 300 items ranging from healthy snacks to traditional pick-me ups like candy, cookies, and salty snacks, as well as single-serve breakfast and lunch items.

The Right Products at the Ready

Office Depot is one of the very few providers to offer a ready cleaning and breakroom selection. From equipment to food, furniture to upgrade your physical space, the liners and receptacles that are breakroom appropriate, and a complete offering of cleaning products for jobs as simple as wiping off tables, to as complex as total cleaning solutions per dilution systems – you can rely on Office Depot for all your cleaning and breakroom needs. In addition, our facility experts will explore your options to uncover and reduce the hidden costs associated with multiple suppliers.

Green Solutions:

Office Depot offers a premier selection of eco-conscious products to help you make a difference in your facility. By understanding your environmental goals, we can help you choose the right products with green attributes.

- Paper products from 100% recycled materials
- Hundreds of products with LEED® credits
- Eco-conscious cleaning products from plant and mineral-based ingredients

- National eco-conscious brands, including GreenWorks® and Seventh Generation™, Office Depot® Brand greener choices and more

Office Depot offers a growing range of GreenSeal Certified cleaning products designed to improve indoor air quality (IAQ) by the reduction of toxic chemicals used in manufacturing and the toxins released into the air while in use. The certifications mean that an independent organization monitors and verifies that the products do improve IAQ. We can also provide reporting on cleaning products purchased through Office Depot that are GreenSeal or EcoLogo certified.

Healthy Workplace Solutions

Office Depot understands that high morale and a sustainably clean, productive school environment is instrumental to advance student achievement, skill mastery and equal access. Your Office Depot team will help ensure a clean and healthy environment for your students and faculty. Our team of product matter experts will access and customize a program with goals to include:

- Healthy & Safe Schools
- Student Achievement & Teacher Effectiveness
- Reduced Absenteeism & Productive 'Presenteeism'
- Faculty & Student Morale
- Budget Management & Fiscal Responsibility
- Sustainability & Effective Benchmarking

The Office Depot Difference:

Office Depot is committed to consistently delivering world-class service in everything we do for you – that includes providing everything you need for your facilities, cleaning, and the breakroom. The impact of business made personal – *that's the Office Depot® difference*.

IT peripherals

Office Depot, Inc. is a highly qualified vendor for Technology Products, Services and Solutions. We can accommodate a nationwide demand for product/services and fulfill obligations for our customers nationwide. Office Depot, Inc. will provide the products and associated services offered in this RFP response. Therefore, Office Depot, Inc. hereby offers our complete catalog of products and services, including but not limited to the following categories:

Computer Hardware

Servers, Desktops, Notebooks, Laptops, Tablets

Computers have become an absolutely essential aspect of our everyday life. Whether it's a desktop computer, a lightweight laptop/notebook, or a touch-tablet, there is a device to fit all needs. Not only has the personal style of computers changed, but the processing power of these machines has consistently advanced under a 'doubling effect' (known as Moore's Law).

The K-12 space has experienced some of the most significant impacts. Environments consisting of a single teacher operating a single desktop quickly morphed into an entire computer lab environment, augmenting the actual curriculum to include 'computer training' like any other field of study. Fast forward to the modern age and computers 'as a field of study' have shifted to computers 'as a learning tool.' 1-to-1 and BYOD environments are now a standard for the modern classroom, and the advent of the Chromebook Android devices is propelling us toward an Internet-based learning space.

Technology and its components are a universal language; all entities and organizations within all vertical segments depend on being communication, research, and collaboration. Behind the scenes of every user-device (or 'client') is the device that manages them; the server. Servers are the backbone of the client device and are available in a wide variety of forms factors and functionalities. Tower, rack or blade designs can be infused with remote, power or safety management features, all of which make it possible to manage a network, share files across the user-spectrum, manage resource access rights, send/receive email, host a website, manage a cloud environment, or simply maintain smooth print management.

Office Depot, Inc. has strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of the modern-age Public Sector organization.

School equipment

Learning is now student driven and active. To best accommodate modern learning, environments today transcend the confines of the traditional "classroom". Office Depot

has curated a variety of modern environment concepts. These concepts, designed by Office Depot with insights from our education team and feedback from our educator partners across the country, reflect common modern learning trends.

Office Depot provides complete classroom furniture solutions. Whether the need is centered on matching and expanding existing facilities or providing new progressive classroom solutions, Office Depot has products to the meet your style and budgetary requirements to furnish the needs of your Participating Schools. We offer an in-stock program for those times that you just can't wait, along with quick-ship options and custom capabilities. We also offer Modern Learning Concepts that are aligned to instructional practices for modern learners. Our goal is to free up your time for the learning/teaching environment while we take care of your planning, design, and furnishing requirements at contract value pricing.

Copy and Print Solutions

Office Depot's Print Services and Solutions offer OMNIA/Region 4 ESC a differentiated experience through our unique blend of Integrated Content Management and Print Supply Chain capabilities. Office Depot combines the best of our world-class e-commerce platform tools with the supply chain and distribution services our customers have come to expect. We use an omni-channel approach to project management that enables our customers to build a custom set of services to leverage online, onsite, in-store, and call center points of presence to meet specific needs. We feature both "just in time" and pre-planned procurement of integrated print and promotional products.

In addition, Office Depot's expertise and scale in digital print manufacturing, combined with extensive scale in purchasing print and promotional items, enables us to offer solutions that range from offset forms to on demand programs, to online content presentation. Our dedicated client services team further deepens the fit between Region ESC Partners' content and document needs by assigning a group of dedicated professionals to both design your solutions set and operate each component to the specific needs of your staff.

Managed Print Services

At our core, Office Depot is a supplier and service provider for the office environment. The largest commodities we sell are paper and toner, giving us a unique level of expertise in the print solutions marketplace. Unlike other office supply companies, as well as direct supplies and equipment manufacturers, the Office Depot business strategy is focused on being a consultant and true business partner for the office procurement environment—and we designed our Managed Print Services (MPS) program with this goal in mind.

As one of the few vendor-neutral MPS providers, Office Depot is able to focus on and deliver a more effective print management program by leveraging our expertise in

managing print supplies and service spend. We partner with best-in-class OEMs to offer you the hardware solution that best fits your need, not the hardware we manufacture.

Office Depot MPS is a division of our Copy Print Depot (CPD) offering, your complete, comprehensive print solution delivering complete visibility and control over print activity at all levels of an organization. Participating Agencies will have access to a comprehensive, differentiated print program unlike any other in the marketplace.

Office Depot is a $3 billion value-added reseller for technology devices and consumables. Our 30 years in the printing industry and expertise in the MPS marketplace is shown by the 16,000 active print output devices we manage across thousands of locations nationwide, more than 50 million units of ink and toner sold annually, over 5,000 printers sold daily, and more than 1 million transactions per week in printing related products.

Efficient LED Lighting:

Office Depot now offers a comprehensive line of LED Lighting solutions. LED lighting provides a wide range of immediate benefits to all customers. Our prices are very competitive; power utility rebates are still available, and we'll help securing them. LED bulbs, tubes and fixtures can last from 8 to 25 times longer than incandescent and fluorescent bulbs while using a fraction of the wattage of other bulbs. Return on investment is within 1 to 2 years.

Some of your budget benefits are:

- Much lower energy costs for lighting; Your power bill will drop by 50% at least
- Much lower maintenance costs, no need to replace bulbs, keep backroom stock
- Less heat means lower air-conditioning costs
- There may be power utility rebates for changing to LEDs
- Third-party financing available
- Third-party installation coordination
- Non-financial benefits:
- Higher, more reliable light levels with superior light color
- Easier disposal, LEDs are not classified as hazardous waste
- Multi-year warranty on bulbs from manufacturers
- In-House Consultants from LED Lighting Consulting available to help select appropriate LED systems

Your Office Depot Account Manager will assist you with your LED decisions. See our LED Lighting Story on this link. >> Office Depot LED Lighting Story

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Office Depot proposes to provide products and services offered to all 50 U.S. states and to the territory of Puerto Rico.

Office Depot operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers over 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time
- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Your authorized buyers can purchase items in an Office Depot or OfficeMax retail store at contract prices any time the store is open

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process: Order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits:

- *Consistent Operations/Service*: Because every location in the Office Depot system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing*: Because every Office Depot facility uses the same WMS program and AOPS order entry system, OMNIA Region 4 pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.
- *Consistent Reporting/Integrity*: Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- *Consistent Products*: Each of Office Depot's 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Distribution and Ordering Channels

With more than 32 years of experience continually driving improved ordering processes, Office Depot has developed several ordering tools for our customers. We offer significant order entry flexibility and automation. Available options are discussed below.

Phone, Fax, Email

Office Depot provides nationwide toll-free service for both phone and fax orders. Our Customer Service Representatives are empowered professionals who have complete product knowledge and a drive for providing exceptional service. Requisition forms are also available; you need only to write in the requested quantities.

Internet Ordering

The Office Depot internet ordering system stands out in the industry for how easily it can be configured to meet workflow requirements. Our internet ordering system offers a full online catalog, as well as ordering tools such as live inventory, order history and custom shopping lists. The website is secure and encrypted from the time of login to the time of exit for any Office Depot customer who orders via the internet. Please find a description of our online ordering website provided in our proposal.

Electronic Data Interchange (EDI)

EDI technology has been used since 1989 by Office Depot customers to speed purchasing, invoicing, and banking. Typically, EDI systems employed by our customers are often linked directly to corporate accounting systems. EDI users have the option to create their order in an interactive mode using the search and browse capabilities of the Office Depot

Internet catalog. After you create the order, it is routed back to your EDI system. There, it is converted to the universally accessible ANSI x.12 format before being sent through the standard EDI processing.

E-Procurement Integration

Office Depot processes well over 100,000 orders per week via third-party e-procurement platforms. We can integrate through EDI or XML for a dynamic punchout experience. We are one of the largest suppliers on the Ariba network and the Perfect Commerce platform. We have agreements with all of the major players in the third-party e-procurement market, including PeopleSoft, Jaggaer (SciQuest), Oracle, Data Stream, and SAP.

Store Purchasing Card (SPC)

Office Depot has more than 1,300 conveniently located retail stores. Our national retail program allows our Business Customers to shop at any of our retail locations for emergency, after-hour, and weekend purchases, including our order online – pick-up in an hour feature. Our Store Purchasing Card (SPC) is distributed to approved users, permitting them to make retail purchases in an Office Depot superstore while receiving your negotiated contract pricing. Functionality within our network has been developed to provide multiple payment options, including: account billing only; cash, check, or credit card; and both account billing and other payment.

Auditing and Compliance

Office Depot agrees to provide OMNIA Region 4 Participating Agencies the necessary information to verify contract compliance throughout the life of the agreement. We have made a significant investment in creating an organization dedicated to ensuring accurate customer set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an online document management system to calendarize the significant milestones of our legal agreements. This provides us with visibility to time sensitive commitments. In addition to our system enhancements, our Contract Compliance Organization monitors all customer agreements and is responsible for establishing a consistent schedule of inspection, ensuring that Participating Agency end users receive the service and pricing Office Depot has committed to provide. We are the only major supplier that has developed this solution for our customers.

We provide 12-month online order history with complete pricing information so you can review it at any time. This history can be downloaded to an Excel file and used for reporting and audit purposes. We also provide a live, online Bill Management tool as an efficient method to manage your billing.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Office Depot uses our own vehicles and dedicated third-party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. Our primary dedicated third-party carriers are:

- Exel Logistics / DHL
- Cardinal Logistics
- Dynamex Inc.
- Hazen Transport
- Courier Express
- First Choice
- Elite
- Alpha Logistics
- Eagle One
- Capital
- DPX
- Lasership

All dedicated carriers are required to:

- Wear co-branded uniforms
- Use co-branded trucks
- Use Office Depot's GPS Tracking on all deliveries.

GPS Tracking Includes:

- Wireless 2-way communication
- Package scanning (to truck and to customer)
- Real-time "proof-of-delivery" tracking (signature and time stamp)
- Real-time GPS tracking and monitoring
- Real-time updated forecast of probable delivery window
- Maintain a 99.5 on-time delivery percentage
- Run routes as scheduled by Office Depot via RoadNet

Office Depot tracks and monitors all third-party dedicated routes on a real-time basis in a centralized dispatch office. We track and monitor routes in order to proactively address any delivery issues.

Office Depot also contracts with several regional carriers for less dense routes where it is more cost effective to load share with other packages. These carriers are not co-branded on their trucks or their uniforms but are still responsible to provide Office Depot's world-class service. These providers include:

- Kruse
- Priority
- Dunham
- Valley Courier

Office Depot uses UPS for small orders on less dense routes. Often, although not always, the UPS tracking number shows on the Office Depot order tracking screen and you can locate your shipment if it is in the UPS system, just like you can locate shipments that show in Office Depot's GPS tracking system.

Workspace Interiors partners with contractors through a national preferred partnership, monitored at our corporate office. The contractors range from electricians, furniture installers and moving companies, to various service partners our clients have requested as a project progresses. We have the contractor undergo a complete analysis of their organization, staffing models, financial data and performance prior to becoming a partner of Workspace Interiors. We look for the "Best in Class" in our partners and require each to complete reports used to provide a performance matrix, which is monitored annually by our corporate office.

The benefits of working with a single-source dealer can also be realized from a logistical standpoint. Our coast-to-coast distribution and installation network helps ensure that your organization receives consistent service anywhere in the country. Not only are we able to adapt to changing situations regarding your project, but also proactively share information across the network—allowing us to find effective solutions for your project based on similar previous experience and expertise. We can quickly loop in team members from multiple disciplines across the country to assist. That means your local contacts can reach out to our national network—through a process we call WI Inquiry—to solve any problem that may arise, providing you with specific answers regarding design, logistics, or any other relevant discipline.

We work closely with our nationwide network of preferred installation partners to ensure consistency, accuracy, and quality in all of our labor services. Our installation team is provided with a packet of in-depth information, communicating every detail of your

project. Because our installation experts have been factory-trained and certified in systems installation, satisfaction is guaranteed.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Office Depot owns and operates a nationwide network of 25 Distribution Centers (warehouses) for customer delivery. Our distribution centers, ranging in size from 20,000 to over 1 million square feet, all use a state-of-the-art Warehousing System. We offer next business day delivery in most delivery areas and a goal of high fill rates. Our distribution centers are in the following cities across the United States.

Anchorage DS #557 201 E 6th Avenue, Anchorage, AK 99501	Fairbanks DS #6466 24 College Road Fairbanks, AK 99701
Seattle (Kent) DC #1078 6805 South 217th Street Kent, WA 98032	Juneau DS #6858 8745 Glacier Highway #103 Juneau, AK 99801
Dallas (Grand Prairie) DC #1079 2220 North Highway 360 Grand Prairie, TX 75050	Chicago (Itasca) DC #6869 800 W Bryn Mawr Avenue Itasca, IL 60143
Denver DC #1080 4600 Havana Street Denver, CO 80239	Bristol DC #6871 3001 Frost Road Bristol, PA 19007
Houston DC #1127 6225 West by Northwest Boulevard Houston, TX 77040	Orlando DC #6876 1801 Cypress Lake Drive Orlando, FL 32837
Fremont DC #1135 6700 Automall Parkway Fremont, CA 94538	Columbus DC #6877 1331 Boltonfield Street Columbus, OH 43228
Ft. Lauderdale (Weston) DC #1165 2925 West Corporate Lake Boulevard Weston, FL 33331	**Cincinnati DC #1170** **4700 Mulhauser Road** **Hamilton, OH 45011**
Atlanta (Buford) DC #1214 2500 Mill Center Parkway Buford, GA 30518	Waipahu DC #96797 94-1489 Moaniani Street Waipahu, HI 96797
Phoenix DC #5101 602 South 63rd Avenue Phoenix, AZ 85043	Hilo DC #6888 280 Maka'ala Street Hilo, HI 96720
Los Angeles (Signal Hill) DC #5125 3366 East Willow Street Signal Hill, CA 90755	Lihue DC #6889 3145 Oiahana Street Lihue, HI 96766
Newville DC #5910 950 Centerville Road	Kahului DC #6890

Newville, PA 17241	80 South Hana Highway Kahului, HI 96732
	Carolina DC #6891 887 Km 3.0 Barrio San Anton Carolina, PR 00984

DC = Distribution Center
DS = Delivery Store

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

Office Depot operates more than 1,300 Office Depot and OfficeMax Retail Stores in the USA, which will provide Participating Agencies end users products and services at the contracted prices upon presentation of a pre-registered Credit Card at the time of purchase. Retail stores average 20,000 square feet in size. Participating Agencies can find the closest retail location by using our online store locater: https://www.officedepot.com/storelocator/findStore.do or by calling 1.888.GO.DEPOT.

Utilize one of our Workspace Interiors national showrooms to aid in the design of your project. You can find inspiration for your project in our installation offices, workstations, conference rooms and common areas—all furnished with a variety of top manufacturers.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Upon award of the contract Office Depot has a detailed ninety-day plan with our go-to-market strategy to implement the Master Agreement as a supplier and make Public Agencies aware of the contract award.

Office Depot has implemented new tools for Sales reps to access collateral and sales related materials. The new system, called Seismic, will allow sales reps to easily locate and send, via e-mail, contract related collateral as well as offers and sales materials.

Our proposed 90-day strategic nationwide plan is detailed in our response to Appendix D question 3.3 B. viii. Sales reps will be made aware of the contact award through corporate announcements, conference calls, email announcements, and regional sales meetings.

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Office Depot will involve executive regional and local leadership to endorse the award of the contract and communicate to the entire sales team the go-to-market strategy within the first 10 days of the contract. Executive leadership is kept fully informed of this opportunity and will be prepared with their go-to-market strategy.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

Office Depot will begin training and education of the sales force within the first 20 days by utilizing Microsoft Teams meetings, conference calls, regional meetings, Corporate communications, executive leadership announcements and our new collateral management system, Seismic, which will make training materials accessible to all field reps at any time needed, thus furthering the reach of the training materials.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Upon award of the contract Office Depot has a detailed ninety-day plan to market the contract to all participating Public Agencies, both existing agencies as well as customers

who are not yet cooperative members. Office Depot has implemented new tools for Public Sector reps to access collateral and sales related materials.

The new system, called Seismic, will allow sales reps to easily locate and send out contract related collateral as well as offers and sales materials to both new and perspective customers. Please see our proposed 90 day plan in this section under 3.3.B.viii.

i. Creation and distribution of a co-branded press release to trade publications

Office Depot will create a press release with quotes from OMNIA/Region 4 ESC and Office Depot executives announcing the contract and highlighting benefits of the partnership. Office Depot will create and distribute a co-branded press release both internally and to trade publications – including, but not limited to, American City & County, Government Procurement.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Within 90 days of contract award, the contract information and details will be available on the business.officedepot.com website.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Office Depot is committed to providing our sales teams with the tools they need to successfully communicate the values of this contract upon award. Our marketing team has developed a robust plan to ensure we deliver these elements.

To better serve sales representatives' ability to search, locate and send collateral to new and perspective customers, we have adopted a collateral management system. Seismic collateral management has expanded search capabilities and will allow materials to be sent via email directly from Salesforce – our CRM system.

iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Office Depot is committed to supporting OMNIA Partners at all national events, including the NIGP Annual Forum, NPI Conference, as well as regional events, including Chapter Meetings, Regional Summits, etc.

Office Depot has already committed to our NIGP Sponsorship and our place at the NIGP Annual Forum in August.

Additionally, we support the Region 4 ESC Teacher and Principal recognition events through direct sponsorship and supplying give-way items for the teachers and principals who attend the events.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

Office Depot has already committed to participate in the NIGP Annual Forum and has selected our booth space, which will be staffed by Office Depot representatives, including support from Marketing and local area sales representatives.

As in the past, Office Depot will assist with promotion and marketing efforts for the Forum, including advertising in trade publications as well as direct support for the sponsor lounge and other projects as directed by OMNIA Partners. In the past we have provided technical assistance with the sponsor lounge, involving our vendors to supply monitors, etc.

Office Depot historically has procured a 20x20 booth at the NIGP Forum, served refreshments in the booth, and provided games and give away items for the show attendees. Our booth continues to be one of the most popular at the show.

Office Depot also attends Business Council events at the NIGP Forum, including panel discussions and planning meetings.

Office Depot has also historically participated in the following conferences to drive public sector awareness of solutions available including the use of cooperative agreements; ASBO, CASBO, AESA, Ed Spaces & ITSE. Each year participation is determined based on a variety of factors.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Arrangements are already in place for advertising in trade publications to support the contract throughout various terms of the agreement. Additional advertising will be purchased to support various marketing efforts in conjunction with OMNIA Partners. These publications include, for example, *American City & County and Government Procurement*.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Office Depot is committed to providing our sales teams with ongoing marketing and promotional materials to support the contract throughout its term. Throughout the term of the agreement, collateral pieces will be newly designed to support initiatives and updated to continue the support of existing programs. All collateral will be presented to OMNIA Partners for approval before distribution. Our new collateral management system, Seismic, will be key in allowing sales reps unhindered access to presentations and promotional materials, as well as an efficient way to send to customers directly from Salesforce, our standard CRM tool.

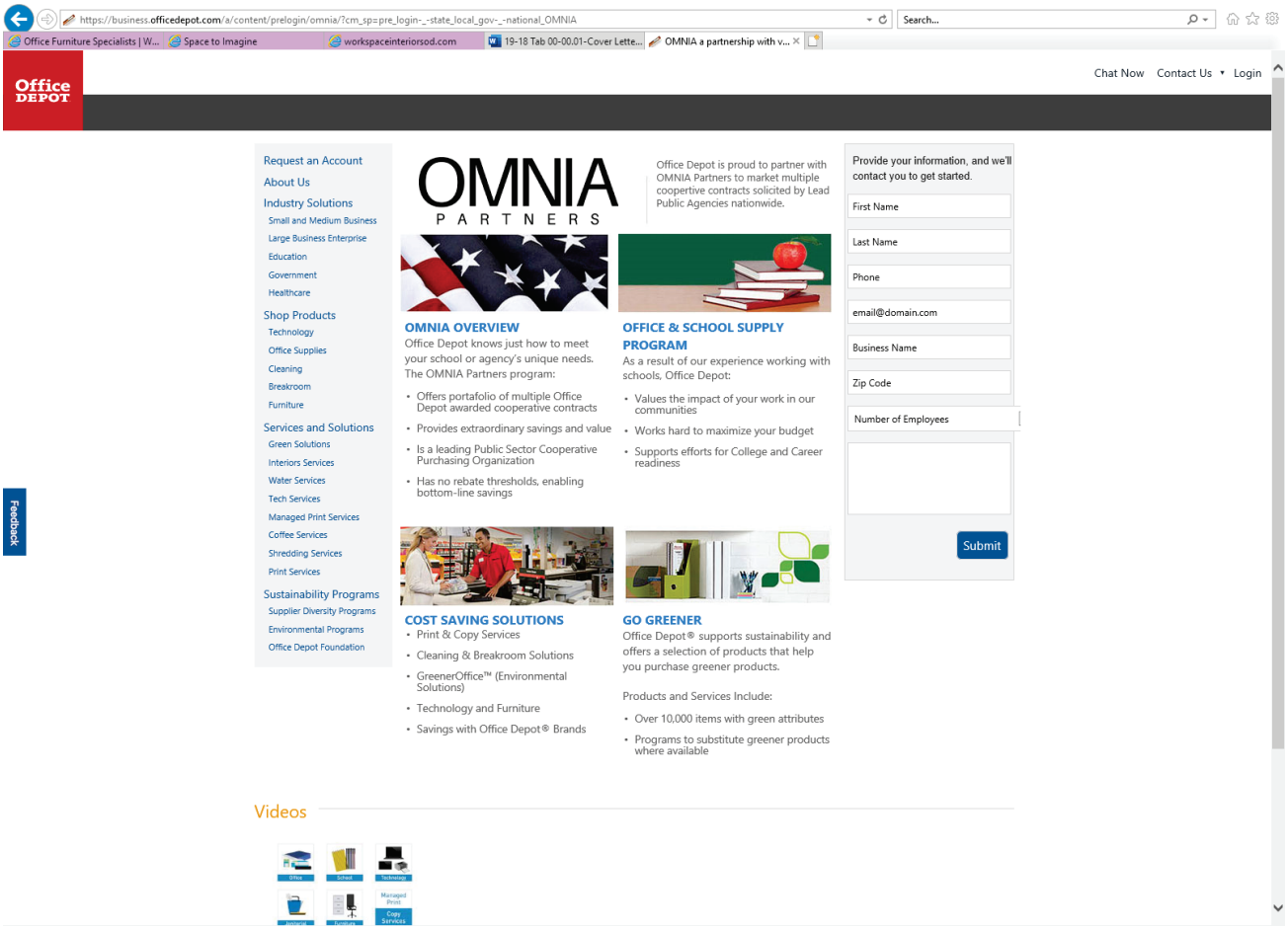
In 2018, a newly designed collateral piece was designed specifically for rural school districts and co-branded with National IPA. This is but one example of the collateral that will be produced and co-branded with OMNIA Partners to further the contract adoption. Please see the marketing calendar for the first 12 contract months under the following 3.3.B.viii.

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Office Depot currently maintains a dedicated OMNIA Partners web-based home page on our business.officedepot.com website. Specific web address: https://business.officedepot.com/a/content/prelogin/omnia/?cm_sp=pre_login-_-state_local_gov-_-national_OMNIA. See following page for screen shot of current site. Office Depots commits to keep content fresh and relvant.

We will use a logo that OMNIA Region 4 ESC has pre-approved and it will include all of the items listed under viii. above, as requested.



Office Depot - OMNIA Partners - Website

CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT

During contract implementation Office Depot will use this 90-day calendar to ensure the described events occur as required. We will be pleased to consider adjustments based on discussions with OMNIA Partners.

Office Depot 90 Day Plan		Week #											
		1	2	3	4	5	6	7	8	9	10	11	12
Implementation	Assigned To	WE 02/28/20	WE 03/06/20	WE 03/13/20	WE 03/27/20	WE 04/03/20	WE 04/10/20	WE 04/17/20	WE 04/24/20	WE 05/01/20	WE 05/08/20	WE 05/15/20	WE 05/22/20
Write and distribute co-branded press release to trade publications, if desired.	Office Depot & OMNIA Partners												
Update OD internal content including training documents, contract summary and customer facing materials.	Office Depot												
Update external resources including business.officedepot.com, OMNIA Partners website with appropriate documentation.	Office Depot & OMNIA Partners												
Training sessions (via TEAMS) to OD sales organization, sessions to include executive participation - content will focus on new award, how and when to communicate and how to create pursuit strategies for new and existing clients using the Region 4 ESC cooperative agreement.	Office Depot												
Reminder communication for reps to contact Public Sector customers they call upon and review contract award.	Office Depot												
Involve OMNIA/National IPA/Region 4 staff in follow up conference calls in key markets	Office Depot & OMNIA Partners												
Educate OD resources in Public Sector to join OMNIA or review benefits if not already members during sales calls	Office Depot												
Provide co-branded collateral, and case studies, to ensure customers understand the importance of moving to the new program	Office Depot												
Web ordering, Bulletin Board messages for all existing Region 4 announcing new award.	Office Depot												
Partner with OMNIA to introduce Office Depot sales team to key existing Region 4 cooperative agreement users.	Office Depot & OMNIA												
Co-branded marketing piece in publications such as GovPro and City & County	Office Depot & OMNIA												
Quarterly marketing from Manufacturers to support Region 4 ESC sales efforts	Office Depot & MFG Partners												
Other ongoing marketing activities to be considered: Digital Marketing opportunities, Thought Leadership articles to generate awareness of OD expertise in furniture & installation,	Office Depot												
Attendance at NIGP Forum - Booth has been reserved													
Attendance at EdSpaces - Booth has been reserved													

CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Office Depot has developed a comprehensive cooperative portfolio to allow public agencies to utilize cooperative contracting that most aligns with their current methodologies, geographical regions, segment alignment and procurement initiatives. In developing this portfolio, Office Depot has utilized a limited number of cooperative partners. Today, Office Depot's primary cooperative partner is OMNIA Partners, having been awarded nine (9) contracts with which both organizations actively promote to provide value to the agencies they serve. Office Depot continues and will continue to serve public sector agencies using the "best fit" methodology, which may include National & Regional cooperative contracts as well as providing stand-alone contracting solutions for those agencies that need/require this contracting method. Office Depot has fully embraced and will continue to embrace cooperative contracting as a meaningful procurement solution for public agencies.

The following page shows Office Depot's current National Cooperative portfolio.

CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT

Cooperative / State Agency	Discount Offered	Expires	Annual Sale Volume
Region 4 ESC - OMNIA Partners - Janitorial Supplies - R162102	Fixed Pricing	2/28/2023	~ $35 Million
Region 4 ESC - OMNIA Partners - Technology Supplies - R160204	Discount by Category	8/1/2021	~ $40 Million
Region 4 ESC - OMNIA Partners - School Supplies - R190502	Fixed Pricing	06/30/2022	~ $4 Million
Region 4 ESC - OMNIA Partners - Office Supplies – R190303	Fixed Pricing	06/30/2024	~ $375 Million
Region 4 ESC - OMNIA Partners - Furniture & Installation - R142212	Fixed Pricing (Catalog) Discount by Category (Special Order)	5/1/2020	~ $50 Million
Region 4 ESC - OMNIA Partners - Managed Print Solutions - R171404	Fixed Pricing	2/28/2023	~ $1 Million
City of Tamarac - OMNIA Partners - Office & School Supplies R19-12R	Discount by Category	10/23/2023	~ $85 Million
State of Florida - OMNIA Partners - Office Supplies	Discount by Category	4/17/2027	~ $26 Million
Oregon State University - OMNIA Partners - Office Supplies & Furniture	Fixed Pricing (&) Discount by Category	12/31/2023	~ $25 Million
State of Oregon - NASPO-ValuePoint - Office Supplies	Discount by Category	1/4/2023	~ $65 Million
Oakland County, MI - America Saves - Office & School Supplies	Fixed Pricing (&) Web Less by Catalog	9/24/2025	~ $30 Million

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

Office Depot agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo(s) in marketing communication and promotions within the logo guidelines we will specify. We agree that our use of the OMNIA Partners logo will only be done with your permission.

CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

Office Depot acknowledges and agrees to E. within the terms of our final agreement.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
   iv. Knowledge of benefits of the use of cooperative contracts

Office Depot understands. Immediate mobilization of Office Depot cross-functional departments responsible for the successful launch and support of the new program will include:

Sales Training

Office Depot's dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the OMNIA Region 4 ESC Contract. This dedicated team of people will work closely with our local sales representatives as well as our inside sales representatives, ensuring that all teams are properly trained to service customers participating in the OMNIA Region 4 ESC contracts. Training will include webinars highlighting the details of the program and positioning of the OMNIA Region 4 ESC furniture & installation offering.

Sales team training is a continuous process commencing with the contract implementation and continuing through the term of the contract including any renewals and extensions. All appropriate Sales Representatives are trained in special sessions or during the weekly regional sales meetings by the dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary Sales Sheets and other promotional material appropriate for their customer base.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Executive Support

Stephen Mohan

- Executive Vice President; BSD
- Nearly 1 year w/ Office Depot
- BA – Bridgewater State University
- (561) 438-4800 I stephen.mohan@officedepot.com
- Develop strategies and tactics to support BSD sales teams and create value for our Public Sector customers. Works cross-functionally to ensure all departments within Office Depot BSD are aligned and supporting the partnership goals and objectives.

Claudia Hughes

- Sr. Vice President, BSD
- 25+ years w/ Office Depot
- (561) 438-4800 I Claudia.hughes@officedepot.com
- Claudia Hughes was named Senior Vice President, Emerging Partnerships in June 2017. She is responsible for Office Depot's growth strategy in North America for the mid-market customer segment which includes acquisition and retention. Before taking on this current role, Claudia served as Vice President, Regional Field Sales in the Northeast since 2014. Claudia started in the industry in 1994 as a sales representative for Boise Cascade and held various roles in sales, sales management, and sales leadership positions including Vice President of New Business Development and East Region Vice President of Sales at OfficeMax.

ii. Marketing

Marketing

Sharon Bobowski

- Senior Manager - Marketing
- 8+ years w/ Office Depot
- MBA – Lynn University (Marketing & Finance)
- (561) 438-4421 I sharon.bobowski@officedepot.com
- Manages team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our OMNIA partner contract relationships

Charles Kasprzak

- Senior Marketing Analyst
- 14+ years w/ Office Depot
- BBA – Florida Atlantic University
- (561) 438-2906 I charles.kasprzak@officedepot.com
- Support Marketing strategies and annual operating plans by working with GPO / Co-op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engages with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for "Federation" members – recent office supply company acquisitions by Office Depot.

Carla Fulmore

- Senior Marketing Analyst
- 12+ years w/ Office Depot
- MBA – Florida International University
- (561) 438-4904 I carla.fulmore@officedepot.com
- Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and season BTS events.

iii. Sales

PROGRAM SALES TEAM

Brian Abromovage

- Sr. Director – Healthcare, Buying Groups, Cooperatives
- 11+ Years w/ Office Depot
- Kings College - Marketing
- (570) 613-0461 I brian.abromovage@officedepot.com
- Responsible for Healthcare GPO's, Buying Groups Private/Public, Federal Government/Military Stores, and International Business

Valya Broyer

- Director – Strategic Partnerships
- 30+ years w/ Office Depot
- (303) 704-8107 I valya.broyer@officedepot.com
- Cultivates and manages the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.

Billy Grimmett

- Program Manager, Public Sector Education, and Government
- 21+ years w/ Office Depot
- BS – East Carolina University
- 704) 236-4409 I billy.grimmett@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners with a focus on the City of Tamarac and Region 4 ESC contracts.

Jennifer Jimenez

- National Program Manager, Public Sector
- 7+ years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 I Jennifer.jimenez@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the Region 4 ESC & Oregon State University contracts. Fosters dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Frank Zarrillo

- K-12 Instructional Lead Consultant
- 15+ years industry experience
- BA – Rowan University
- United States Marine Core – 3 years' service
- (908) 894-0556 I frank.zarrillo@officedepot.com
- Drives initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

Lori Gildersleeve

- K-12 Instructional Lead Consultant
- 19+ Years industry experience
- Masters in Educational Leadership – Northern Arizona University
- (616) 312-9132 I laura.gildersleeve@officedepot.com
- Drives initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

Bryan Bown

- K-12 Instructional Lead Consultant
- 19+ Years industry experience
- BA – Marietta College
- (724) 420-2994 I bryan.bown@officedepot.com
- Drives initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

WORKSPACE INTERIORS LEADERSHIP TEAM

Dave Gabriel

- Senior Director of Furniture Operations
- 15 years with Office Depot
- (630) 652-8125 I david.gabriel@workspaceinteriorsod.com
- Responsible for our Furniture Sales Support Organization. Support activities include Design, Fulfillment and Installation throughout the US.

Brad Warren

- Director, Workspace Interiors, Southwest Region
- 19+ years with Office Depot
- BS – Southern Oregon University
- (541) 227-1609 | bradley.warren@workspaceinteriorsod.com
- Manages Workspace Interiors business in 8 Southwestern states. The 20 Furniture Business Development Managers reporting to Brad will manage and develop Region 4 and OMNIA partner interiors projects from concept to completion.

Mark Moehlenkamp

- Director, Workspace Interiors Southeast Region
- 10 years with Office Depot
- (410) 776-5074 | mark.moehlenkamp@workspaceinteriosod.com
- Responsible for all sales engagement activities within the Southeast Region across both public and private sector clients.

Steven Smith

- Director, Workspace Interiors Southeast Region
- 6 years with Office Depot
- (610) 306-9840 | steven.smith@workspaceinteriorsod.com
- As the Director of Furniture & Interiors, I am responsible for the overall furniture direction of Workspace Interiors in the Northeast and Ohio Valley.

Erica McFadyen
- Director, Workspace Interiors West Region
- 11 years with Office Depot
- (206) 304-7238 | Erica.mcfadyen@workspaceinteriorsod.com
- During my 11 years in leadership with Workspace Interiors by Office Depot, I have had the honor of developing and building out our Strategic plan to provide custom interior solutions across our customer base nationwide. Our footprint makes us scale-able to meet the needs of customer's big and small, while our in-market presence and expertise makes us your local solution, providing flawless execution no matter your project size. As the Region Director it is ultimately my job to make sure our associates have the expertise and resource to not only meet their commitments but to truly delight our customers.

iv. Sales Support

Sales Support

Diane Turley
- Global Service Consultant
- 15+ years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 I diane.turley@officedepot.com
- Responsible for supporting the OMNIA partner contracts and clients.

v. Financial Reporting

Financial Reporting

Richard Calhoun
- Sr. Manager, Customer Rebates
- 8 Years w/ Office Depot
- BS in Accounting, Northeastern University
- (561) 395-4001 I Richard.Calhoun@officedepot.com
- Rich manages the Customer Rebate Team for the Business Solutions Division. He works closely with the Sales Team to develop pricing and rebate structures best suited to the customer's served under the Region 4 Program and with his team, Sales, Accounting and Finance to assure that all rebate calculations and reporting are accurate and that payments are made on a timely basis.

vi. Accounts Payable

Accounts Payable

Accounts Payable Team

- Hours of Operation: 8 am – 5 pm Eastern
- Location: Office Depot Corporate Headquarters
- (844) 259-9131
- Two groups in Accounts Payable provide support to our Vendors. The AP Rep group provides support for Expense Vendors. The AP Tech group provides support for Merchandise Vendors.

vii. Contracts

Contracts & Contract Compliance

Valya Broyer

- Director – Buying Groups
- 30+ years w/ Office Depot
- (303) 704-8107 I valya.broyer@officedepot.com
- Cultivates and manages the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio public & private. Manages team of K-12 experts to grow in segment.

Jean P. Davis

- Sr. Consultant Sales Contract BSD, Pricing Compliance
- 20+ Years w/ Office Depot
- Chesapeake College – Paralegal Studies
- (443) 889-7670 I jean.davis@officedepot.com
- Manage and maintain contract & pricing compliance. Works directly with the selling organization to provide structure and compliance for the various levers within the contract. Serves as a liaison between the legal department, sales, and the client.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Office Depot recognizes that an important aspect of a successful relationship is ensuring consistent fanatical customer service. That is why we have divided our Business Services Division (BSD) team into two regions across the U.S., with our Boca Raton, Florida based corporate headquarters as the operations site for BSD Program Support Services and the national Help Desk. Our team consists of over 50 field-based Strategic Business Development Managers (BDMs) that target new customers and Strategic Account Managers (SAMs) that work with strategic existing customers to ensure customer satisfaction and grow the partnerships where mutually beneficial.

Field Account Management Team

We have over 1,200 Sales Representatives to help design an office program to meet business requirements. In addition, we have over 1,300 Customer Care Representatives, 55+ sales offices and 25 distribution warehouses/delivery stores nationwide to support our national account program.

Onsite Field Support and Education

We will provide each office with ongoing, cost-effective analysis of the products purchased and recommendations of the best assortment based on your buying trends. In addition, your end-users will receive our BSD Internet User's Guide, a professional training guide with step-by-step instructions that supports both our direct ordering customers and punchout systems.

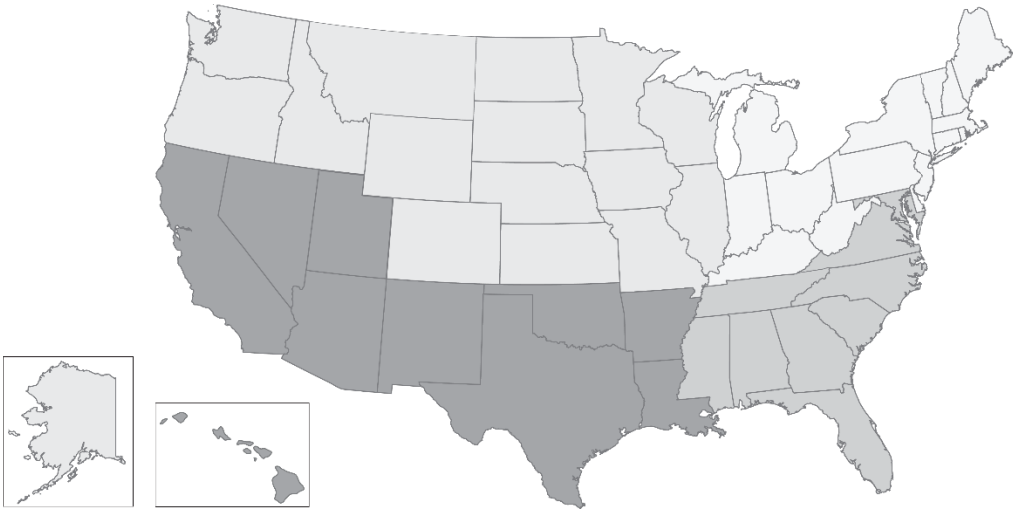
Your account team will help Member locations improve efficiencies and lower costs through customer education shows, product knowledge events, and other educational seminars for BSD customers. Also, we offer Business Reviews to ensure the right products are being ordered for the Member's organization, that costs are minimized, recycled or MWDVE spend rates are on target, and value-added services are being provided.

Workspace Interiors by Office Depot

The Workspace Interiors sales team is divided into four regions that are geographically based. Each region is managed by a Regional Sales Director who then has Business Development Managers who will partner with the members to create the best solution to meet their needs. In addtion to the Regional Sales Directors, our Senior Director of Furniture Operations ensures that the sales team and our clients are properly supported for with design, project management, project coordination and installation services.

Our Regional Sales Directors include: Brad Warren, Erica McFadyen, Mark Moehlenkamp, and Steve Smith. Our Senior Director of Furniture Operations is Dave Gabriel. We have 60 business development managers across the United States. We have 32 designers, 20 project managers and 41 additonal support staff to support each project.

Below is a map that identifies our national capabilities, management and local support locations.



Erica McFadyen
Director, Workspace Interiors, Southwest Region

Erica manages a team of 14 business development managers. Her team has dedicated support of 9 designers, 5 project consultants and 9 project specialists.

Steven Smith
Director, Workspace Interiors, Southeast Region

Steven manages a team of 14 business development managers. His team has dedicated support of 9 designers, 4 project consultants and 10 project specialists.

Brad Warren
Director, Workspace Interiors, Southwest Region

Brad manages a team of 21 business development managers. His team has dedicated support of 11 designers, 5 project consultants and 13 project specialists.

Mark Moehlenkamp
Director, Workspace Interiors, Southeast Region

Mark manages a team of 12 business development managers. His team has dedicated support of 9 designers, 4 project consultants and 5 project specialists.

State-of-the-Art Technology

We offer demand management to help Participating Agencies purchase best value products by electronically routing purchases of items that are a better value. We also offer a solution-oriented eProcurement platform, using third party software systems such as Ariba, Commerce One, and Oracle that profile and maintain ordering channels of your account. Other customer offerings include customized billing, EDI mapping, and other electronic solutions.

The Office Depot Executive in charge of this program is:

Claudia A. Hughes
Senior Vice President, Emerging Partnerships
6600 North Military Trail
Boca Raton, FL 33496-2434
Telephone: (561) 438-4800
Email: Claudia.Hughes@officedepot.com
FAX: (800) 593-8830

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

Office Depot has a loyal, long-standing cooperative public agency base of more than 20,000 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. Office Depot will launch the OMNIA/Region 4 ESC and position itself as a leader in this space by leveraging the following strengths:

- A powerful brand name and loyal Office Depot customers
- Extensive K-12 knowledge and large customer base
- Efficient marketing and sales capabilities and execution
- Long term customer relationships
- Breadth of vendors/brands and vast selection of supplies and equipment
- Collaborative Marketing with industry leaders
- Showcase quality private brand program and environmentally preferable options

We will use the following marketing vehicles to communicate the benefits of the Region 4 ESC contract, the value Office Depot provides and our commitment to public sector:

- Email
- Web
- Social Media
- Direct Mail
- Co-branded on-line catalogs
- DemoFlick video - An infographic style video

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters.

Office Depot takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the Office Depot organization will be aligned to insure the seamless execution and ongoing management of our OMNIA/Region 4 ESC/Office Depot contract. This multi-disciplinary approach will include the following:

- Merchandising Team - goes to market focused specifically on the public sector
- Pricing Group – insures that items reflect contract pricing at all times
- Contract Compliance Team - ensures that all bidding and pricing practices are in compliance and uphold the OMNIA/Region 4 ESC/Office Depot partnership agreement
- Legal Team - provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – is dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff – is committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- Ecommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization - provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Billing Departments - provide efficient reporting and billing solutions to meet the evolving needs of our OMNIA/Region 4 ESC Participating Agencies
- Customer Service Organization - understands the nuances of large contracts and works to provide participating agencies with top notch customer service
- Delivery Network - provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization - is committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As Office Depot does not publicly report account specific data, it is our approach to maintain continuity is this reporting practice and elect to not provide that information in this response. As Office Depot and OMNIA partners have developed a significant partnership, we will continue to provide agency reporting as required and outlined in Appendix D, Exhibit E.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process – order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits:

- *Consistent Operations/Service*: Because every location in the Office Depot system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing*: Because every Office Depot facility uses the same WMS program and AOPS order entry system, OMNIA Region 4 ESC pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.
- *Consistent Reporting/Integrity*: Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- *Consistent products*: Each of Office Depot's 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust website for use by our contract customers in a highly controlled, secure ecommerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. The popularity of the site is evidence of its consumer acceptance. Today's competitive business climate requires efficient, lean operations by doing more with less. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our World Class Electronic Commerce Solutions.

As an ecommerce pioneer, Office Depot has connected more than 325,500 mid-to-large corporations with over 1,388,000 users. Seventy-five percent (75%) of our contract business comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for Participating Agencies but for their users, too.

Our robust and award-winning website has been recognized as one of the Top 5 web-sites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced internet ordering website, as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punchout solutions. Our contract customer website offers the following advantages:

Excellent Management Tools Available:

- Bulletin Board – to communicate program information and post your logo
- Dashboard – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- Billing Information – POD verification, reprints of invoices or packing slips
- Set Spending Limits – create hierarchy restrictions, approvals, workflow process levels
- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Email Approval Release – online email approval release (HTML)
- Price Verification – see your contract prices on all items
- Real-time credit card authorization
- Administrator User – approved management 'super users' have the ability to change personal profiles, ship-to's, restrictions, approvals, etc.
- Create Profiles – define parameters/capabilities for each user as well as all their information
- Group Login Identities – optional single login for cost centers, locations, departments, etc.

- GPS Order Status – know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information

Easy to Use:

- Shopping Lists – create Corporate-wide 'best value' lists and Personal items lists
- Real Time Inventory – make informed choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Order Reminders – schedule reoccurring or one-time reminders
- Future Orders – flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – narrow your results by product, category, description, use, price, size, etc.
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality

Many Categories – Huge Selection:

- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – we offer over 300,000 products from more than 500 manufacturers
- Furniture – we stock over 1,000 furniture items in our warehouses
- Janitorial and Breakroom – hundreds of the most common items you need
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationary, or pull from your private warehoused items we have already created

Approval Routing

By selecting the "email confirmation" option during your internet account set-up, Participating Agencies can choose to have orders that exceed the users' personal spending permissions forwarded to their predetermined manager, supervisor, or purchasing agent via email. Each decision maker will then have the ability to review, amend, delete, suspend, or release the order.

The B2B site allows for multi-tiered approval of orders, which includes the ability to route an order to up to 11 total levels. This feature allows Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

Approvers have the option to "Express Approve" (release) orders directly from the email notification page. Approvers may also assign "Proxy" users to release orders in their absence.

Restrictions

The Office Depot electronic ordering platform can be programmed to set dollar limits and product limitations by:

- Account (child and parent)
- Ship-to location
- Purchase order numbers
- Cost Center/Dept.
- Individual User (dollar limits only)
- Block Broad-based Department (i.e., business machines)
- Block Narrow Classes (i.e., laser printers, inkjet printers, printing calculators)
- Block Specific Items (i.e., HP LaserJet 8100 #747-474)
- Set Item limitation (i.e., item not to exceed $150)
- Set Line Item Limitation (i.e., line item not to exceed $500)
- Set Order Value Limitation (i.e., order not to exceed $1,000)

If users attempt to place an order for restricted products, they will receive a "restricted item" message instructing them to contact Purchasing to order that item. If users attempt to exceed the pre-set dollar limit (by line item or order value), they will receive a message informing them that the order exceeds the pre-authorized account limits. Note: Restricted items are clearly indicated with a special icon next to the description.

Alternatively, Participating Agencies can elect to allow users to create orders that contain restricted items or exceed their personal spending limits. Such orders will be forwarded to a designated Super-User/Manager with the authority to override all restrictions.

User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

Super User Account Management Capabilities: This option allows pre-appointed Participating Agencies Super Users to control Account Management details such as:

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-To's
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user
- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:

- Password
- Ability to Create Only or Place Orders
- Unit Price Dollar Limit
- Line Item Dollar Limit
- Order Total Dollar Limit
- Ability to Override Restrictions
- Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
- Eligible and Default Ship-to's
- Eligible and Default Department Number
- Eligible and Default Purchase Oder (if necessary)
- Eligible and Default Release (if necessary)

- Payment Method (i.e., specific charge card number)
- History Viewing Capabilities
- Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following available features may benefit Participating Agencies.

Smart Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

- *Smart Value Cart* will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.

- *Private Brand Cart,* like the Best Value Smart Cart, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.

- *Green Cart* works in a similar fashion as the other Smart Carts but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Participating Agencies may select to have only one or any combination of all three Smart Carts loaded to their account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Smart-Dashboard: This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
- Identifies opportunities to utilize additional Office Depot services that can result in cost savings
- Features real-time video overview of account activity and data export capability

- The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

Transactions may be paid via EFT, P-Card Point-of-Sale Purchasing, or by credit card or check via electronic and/or mailed invoice (Summary or Standard).

Our goal is to maintain a 100% billing accuracy rate. Anything below this is unacceptable! Our system enhancements prevent the occurrence of billing errors common in the industry.

Office Depot holds a key advantage over its competitors on the management and billing of National Accounts. As we are one of the few companies to operate on a single platform with centralized control we do not experience billing issues that were common with national agreement in years past.

At the start of the agreement the contract is loaded into our AOPS system and audited for accuracy. Participating Agencies locations are loaded into the systems and tied to the contract. Once this is done the system is locked down. Any changes to the system must go through the national accounts department and be approved by OMNIA Region 4 ESC.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$___0____.00 in year one
$___0____.00 in year two
$___0____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Office Depot has demonstrated over the years we have been partnering with Region 4 ESC & OMNIA Partners that we will produce strong results within the framework of the economic structures under which our Public Sector customers operate. We do not believe it is within our ability to in any way control the funding of our customers' budgets and have determined to actually guarantee any level of sales is not a step we can take as faithful representatives of our shareholders. We would consider discussing this with OMNIA Partners if you believe it is necessary.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Office Depot is unable to comply with the above Paragraph M (2). Office Depot will respond to all Public Agency solicitations and requests respecting the commitments made in this offer and any subsequent contract based on this offer. Agencies requesting a specific program will receive an offer for that program and, if they request a second offer, we may propose this program should we receive an award. Most agencies do not accept multiple offers from a single vendor.

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EXHIBIT B ADMINISTRATION AGREEMENT,

EXAMPLE

ADMINISTRATION AGREEMENT THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____("Supplier").

RECITALS

WHEREAS, the_____(the "Principal Procurement Agency") has entered into a Master Agreement effective_____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____(the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER

AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement, and if ~~If such breach~~ is not cured within thirty (30) days of written notice to Supplier, ~~in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector~~ shall ~~have the right to terminate~~be deemed a cause for termination of this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of ~~three percent (3%)~~ T B D ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede

any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____

_____

_____

_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

TAB 3 APPENDIX D EXHIBITS B, E, F & G

EXHIBIT E CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS, PUBLIC SECTOR EXHIBITS
EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE
(to be submitted electronically in Microsoft Excel format)

OMNIA Partners, Public Sector Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners, Public Sector and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

As Office Depot has currently been awarded numerous distinct contracts with Region 4 ESD, it is necessary to provide an inclusive alternative reporting model. We are providing a copy of the template we use today and would recommend as our go-forward template. The template is located on the next page.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to

immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES_____Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non
- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES CAH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES CAH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES CAH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES CAH Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES CAH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Does offeror agree? YES CAH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **Office Depot, Inc.**

Address, City, State, and Zip Code: **6600 North Military Trail Boca Raton, FL 33496**

Phone Number: **(561) 438-4800** Fax Number: **(800) 593-8830**

Printed Name and Title of Authorized Representative: **Claudia Hughes Senior Vice President**

Email Address: **valya.broyer@officedepot.com**

Signature of Authorized Representative: Claudia Hughes Date: 12/2/2019

EXHIBIT G
NEW JERSEY BUISNESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Office Depot, Inc.

Street: 6600 North Military Trail

City, State, Zip Code: Boca Raton, FL 33496

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I **Claudia Hughes**, *an authorized representative of* ***Office Depot, Inc.***, *a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
BlackRock Institutional Trust Company, N.A	400 Howard Street San Francisco, CA 94105	13.5%
The Vanguard Group, Inc	100 Vanguard Blvd Malvern, PA 19355	10.2%

I further certify that the statements and information contained herein, are complete and correct to

the best of my knowledge and belief.

12/2/2019
Date

Senior Vice President
Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Office Depot, Inc.

Street: 6600 North Military Trail

City, State, Zip Code: Boca Raton, IL 33396

State of _____

County of _____

I, **Claudia Hughes** *of the* Boca Raton, Florida
Name City

in the County of Palm Beach, *State of* Florida

of full age, being duly sworn according to law on my oath depose and say that:

I am the ***Senior Vice President*** *of the firm of* ***Office Depot, Inc.***
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Office Depot, Inc. — ***Senior Vice President***
Company Name — Authorized Signature & Title

Subscribed and sworn before me

this 2nd day of December, 2019

TAB 3 APPENDIX D EXHIBITS B, E, F & G

Please see Tab 1 Appendix A Attachment 1 for Corporate Seal.

Notary Public of Palm Beach, State of Florida
My commission expires January 23, 2023

SEAL

GERRI LYNN PINVIDIC
Notary Public - State of Florida
Commission # GG 263523
My Comm. Expires Jan 23, 2023
Bonded through National Notary Assn.

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Office Depot, Inc.

Street: 6600 North Military Trail

City, State, Zip Code: Boca Raton, FL 33496

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A) Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50.000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/2/2019
Date

Senior Vice President
Authorized Signature and Title

NJ Certificate of Employee Information Report

Certification 1356

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2018 to 15-APR-2021

OFFICE DEPOT, INC.
6600 NO. MILITARY TRAIL
BOCA RATON FL 33496

ELIZABETH MAHER MUOIO
State Treasurer

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency

in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	**Office Depot, Inc.**		
Address:	**6600 North Military Trail**		
City:	**Boca Raton**	State: **FL**	Zip: **33496**

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	**Claudia Hughes** Printed Name	**Senior Vice President** Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: **BlackRock Institutional Trust Company, N.A.**	Name: **The Vanguard Group, Inc.**
Home Address: **400 Howard Street San Francisco, CA 94105**	Home Address: **100 Vanguard Blvd Malvern, PA 19355**
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

TAB 3 APPENDIX D EXHIBITS B, E, F & G

Subscribed and sworn before me this 2nd day of December, 2019

(Notary Public)

My Commission expires: January 23, 2023

(Affiant)

Claudia Hughes Senior Vice President

(Print name & title of affiant)

(Corporate Seal)

Please see Tab 1 Appendix A Attachment 1 for Corporate Seal.

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 19-18 **Bidder/Offeror:** **Office Depot, Inc.**

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name **Claudia Hughes** Relationship to Bidder/Offeror Sr. Vice Presider

Description of Activities Furniture, Installation, and Related Services

Duration of Engagement multiple years Anticipated Cessation Date

Bidder/Offeror Contact Name **Claudia Hughes** Contact Phone Number **(561) 438-4800**

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Claudia Hughes Signature: Claudia Hughes

Title: Senior Vice President Date: 12/2/2019

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	OFFICE DEPOT, INC.
Trade Name:	
Address:	2200 OLD GERMANTOWN RD DELRAY BEACH, FL 33445
Certificate Number:	0094745
Effective Date:	July 01, 1994
Date of Issuance:	August 22, 2007

For Office Use Only:

20070822132231255

Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 3
APPENDIX D
a. OMNIA PARTNERS DOCUMENTS
Exhibits C, D & H

RFP 19-18
Furniture, Installation and Related Services
12-11-2019 2:00pm Central Time

COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

region 4

OMNIA PARTNERS

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TAB 3: APPENDIX D OMNIA PARTNER EXHIBITS (C, D, & H)

APPENDIX D

REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

TO BE ADMINISTERED BY

OMNIA PARTNERS, PUBLIC SECTOR

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners, Public Sector**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public

Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as_____of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR

TAB 3 APPENDIX D EXHIBITS C, D & H

CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT

TAB 3 APPENDIX D EXHIBITS C, D & H

MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA,
CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE

WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE

ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR

FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH

DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR

MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW

VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR

PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR

SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY

MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS

IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC

HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT,

UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT

TAB 3 APPENDIX D EXHIBITS C, D & H

UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

TAB 3 APPENDIX D EXHIBITS C, D & H

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII
BOARD OF REGENTS UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE,
STATE OF HAWAII STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26 JUDICIAL DISTRICT ATTORNEYS
STATE OF UTAH

DNBi Risk Management

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If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

Live Report : OFFICE DEPOT, INC.

D-U-N-S® Number: 15-353-1108
Trade Names: OFFICE DEPOT - OFFICEMAX
Endorsement/Billing Reference: kim.souders@officedepot.com

D&B Address

Address 6600 N Military Trl
Boca Raton, FL, US - 33496

Phone 561 438-4800

Fax

Location Type Headquarters

Web www.officedepot.com

Added to Portfolio: 11/23/2010

Last View Date: 07/02/2019

Endorsement : kim.souders@officedepot.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Commercial Credit Score Class	2	Low to Moderate Risk of severe payment delinquency.
Credit Limit - D&B Aggressive	Unavailable	
FSS Incidence Percentile	2.73	
Commercial Credit Score Percentile	78	Low to Moderate Risk of severe payment delinquency.
PAYDEX®	72	Paying 12 days past due
Financial Stress Score Class	4	Moderate to High Risk of severe financial stress.
Credit Limit - D&B Conservative	Unavailable	
D&B Rating	5A2	5A indicates 50 million and over, Credit appraisal of 2 is good

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

6 Days

120+ Days Beyond Terms 0

D&B Company Overview

This is a headquarters location

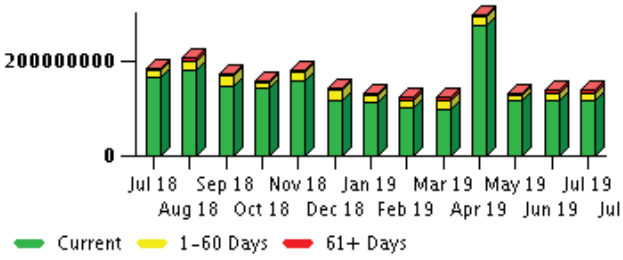
Branch(es) or Division(s) exist	Y
Chief Executive	JOSEPH S VASSALLUZZO, CHB+

Dollar-weighted average of **7075** payment experiences reported from **128** Companies

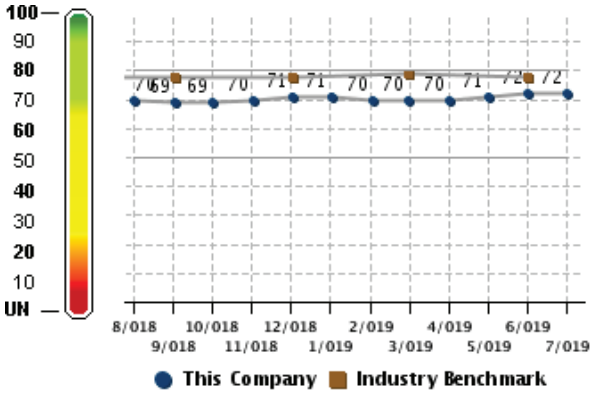
Recent Derogatory Events

	May-19	Jun-19	Jul-19
Placed for Collection	-	2,199 on 1 acct	2,199 on 1 acct
Bad Debt Written Off	-	-	-

Total Amount Current & Past Due - 13 Month Trend



PAYDEX® Trend Chart



Stock Symbol	ODP
Year Started	1986
Employees	45000 (2400 Here)
Financing	SECURED
SIC	5943 , 5044
Line of business	Ret stationery, whol office equipment, ret computers/ software
NAICS	453210
History Status	CLEAR
Financial Condition	GOOD

Stock Performance

ODP : **2.20** ⬆ 0.04 (1.87%)

Previous Close: 2.16

Volume: 382647.00

Daily High: 2.21

Daily Low: 2.16

52-Week High: 3.82

52-Week Low: 1.84

P/E: 16.8462

Market Cap: 1,196,348,143

EPS: 0.13

Div/Yield: 4.57

FirstRain Company News

- **Office Depot (NASDAQ:ODP) Stock Rating**
  2019-07-13T23:33:03 EST 11:33 PM-Tech Know Bits
- **Office Depot Launches Programs to Help**
  2019-07-11T08:19:07 EST 8:19 AM-Business Wire
- **$2.59 Billion in Sales Expected for Office Depot**
  2019-07-11T00:44:29 EST 12:44 AM-Tech Know Bits
- **Office Depot Launches 'Back to School Proud'**
  2019-07-08T07:13:10 EST 7:13 AM-Business Wire
- **Office Depot Inc. Common Stoc $ODP**
  2019-07-06T17:29:38 EST 5:29 PM-Stock Traders
- **Westminster among five new Office Depot**
  2019-07-02T08:23:19 EST 8:23 AM-InnovatioNews
- **Office Depot Opening Six Additional**
  2019-07-02T08:21:12 EST 8:21 AM-Retail
- **Office Depot Inc (NASDAQ:ODP) Expected to**
  2019-07-01T16:38:50 EST 4:38 PM-MR Modern

- **Office Depot (NASDAQ:ODP) Upgraded by**
  2019-07-01T02:45:01 EST 2:45 AM-MR Modern
- **NumerixS Investment Technologies Inc**
  2019-06-27T21:46:20 EST 9:46 PM-Tech Know Bits
- **Office Depot Opens Five New Workonomy™**
  2019-06-27T08:13:46 EST 8:13 AM-Business Wire
- **Office Depot Inc. Common Stoc $ODP**
  2019-06-27T05:26:23 EST 5:26 AM-Market Watch
- **AIG wins coverage dispute with Office Depot**
  2019-06-25T13:08:39 EST 1:08 PM-BUSINESS
- **Office Depot, Inc. (NASDAQ:ODP) reduced**
  2019-06-24T09:32:32 EST 9:32 AM-Benchmark
- **Office Depot, Inc. Announces Mick Slattery as**
  2019-06-24T09:03:39 EST 9:03 AM-Business Wire,
- **Office Depot, Inc. Releases Sustainability**
  2019-06-19T18:14:05 EST 6:14 PM-Business Wire
- **ZACKS: Office Depot (ODP) Plunges 40% in 3**
  2019-06-18T22:41:58 EST 10:41 PM-Barchart
- **Here is What Hedge Funds Think About Office**
  2019-06-11T13:37:37 EST 1:37 PM-Insider Monkey
- **Office Depot Inc (ODP) Breaks Through**
  2019-06-10T13:05:30 EST 1:05 PM-Futures Trading
- **Zacks: Analysts Expect Office Depot Inc**
  2019-06-08T17:37:30 EST 5:37 PM-MR Modern
- **Office Depot Inc. Common Stoc $ODP**
  2019-06-07T17:24:26 EST 5:24 PM-Market Watch
- **Office Depot to Present at Baird's 2019 Global**
  2019-06-05T09:26:06 EST 9:26 AM-Business Wire,
- **Hundreds of Boca Raton-based Office Depot**
  2019-06-04T16:06:38 EST 4:06 PM-The Boca Raton
- **Office Depot (NASDAQ:ODP) Downgraded to**
  2019-06-04T01:38:18 EST 1:38 AM-Tech Know Bits
- **Office Depot asks to dump county?s $500,000**
  2019-06-03T16:00:11 EST 4:00 PM-Sun Sentinel
- **Analysts Anticipate Office Depot Inc (ODP) Will**
  2019-06-03T02:36:43 EST 2:36 AM-MR Modern
- **California Public Employees Retirement**
  2019-06-02T04:39:11 EST 4:39 AM-MR Modern
- **Office Depot (NASDAQ:ODP) Issues Earnings**
  2019-05-31T21:27:31 EST 9:27 PM-Tech Know Bits
- **Profile: Christine Nessen, Office Depot**
  2019-05-31T19:10:44 EST 7:10 PM-CGT - Consumer
- **Office Depot: Valued For Distress, But The**
  2019-05-31T14:02:01 EST 2:02 PM-Seeking Alpha
- **3Doodler Partners with Office Depot for**
  2019-05-30T05:10:39 EST 5:10 AM-3D Print

- 2019-05-28T20:11:23 EST 8:11 PM-Stock Traders

- **Office Depot's Downside Looks Limted**
  2019-05-26T20:01:46 EST 8:01 PM-Seeking Alpha

- **Office Depot (ODP) Downgraded by**
  2019-05-25T23:41:11 EST 11:41 PM-Tech Know Bits

- **Office Depot Inc to Issue Quarterly Dividend of**
  2019-05-25T07:46:02 EST 7:46 AM-Tech Know Bits

- **Office Depot (NASDAQ:ODP) Posts Earnings**
  2019-05-24T03:25:18 EST 3:25 AM-Tech Know Bits

- **Office Depot Is Secretly Testing a Coworking**
  2019-05-22T10:31:38 EST 10:31 AM-fortune

- **Ex-Dividend Reminder: Carnival, Marriott**
  2019-05-21T10:09:50 EST 10:09 AM-Nasdaq

- **BNP Paribas Arbitrage SA Acquires 113,592**
  2019-05-21T07:38:40 EST 7:38 AM-Tech Know Bits

- **Office Depot Inc (ODP) Shares Bought by**
  2019-05-19T05:11:31 EST 5:11 AM-The Olympia

- **Office Depot Inc (ODP) Expected to Post**
  2019-05-16T22:32:15 EST 10:32 PM-Tech Know Bits

- **Asus Chromebook Flip C434 drops to $500**
  2019-05-15T14:19:49 EST 2:19 PM-Android Police

- **Office Depot (ODP) Trading Down 5.1%**
  2019-05-15T10:36:00 EST 10:36 AM-Tech Know Bits

- **Fifty Office Depot Stores closing**
  2019-05-15T03:32:17 EST 3:32 AM-The Recycler

- **Office Depot Inc (ODP) Breaks Through**
  2019-05-13T13:05:53 EST 1:05 PM-Futures Trading

- **Office Depot, Inc. Celebrates Second Annual**
  2019-05-13T09:16:22 EST 9:16 AM-Business Wire,

- **BidaskClub Lowers Office Depot (ODP) to**
  2019-05-13T08:11:35 EST 8:11 AM-The Olympia

- **Broward Education Foundation Names Office**
  2019-05-12T15:04:46 EST 3:04 PM-citybizlist

- **Office Depot shares sink as Amazon snaps up**
  2019-05-09T12:18:38 EST 12:18 PM-Market Watch

- **Why Office Depot Stock Sank 33.9% in April**
  2019-05-09T10:11:56 EST 10:11 AM-Motley Fool

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	2	09/01/17

Liens	18	06/18/19
Suits	29	06/05/19
UCCs	271	06/13/19

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

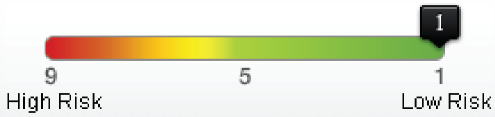
Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

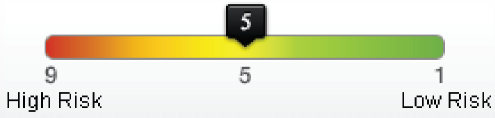
1 **Viability Score**



Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 1 have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 1: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

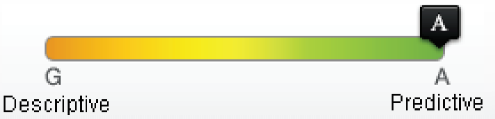
5 **Portfolio Comparison**



Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Moderate Risk**
- Businesses ranked 5 within this model segment have a probability of becoming no longer viable: **0.5 %**
- Percentage of businesses ranked 5 with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

A **Data Depth Indicator**



Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Company Profile	Financial Data	Trade Payments	Company Size	Years in Business
	Available	**Available** (3+	**Large**	**Established**

A

Trade)

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available** (3+ Trade)
- Company Size: **Large** (Employees: 50+ or Sales: $500K+)
- Years in Business: **Established** (5+)

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : **5A2**

Financial Strength: 5A indicates 50 million and over
Composite credit appraisal: 2 is good

Below is an overview of the companys rating history since 01-01-1991

D&B Rating	Date Applied
5A2	02-25-2016
5A3	02-27-2014
5A4	08-09-2013
5A3	03-02-2009
5A2	01-01-1991

Sales:	11,015,000,000.00 (Up by 7.6% from last year)	
Number of Employees Total:	45,000 (2400 here)	
Worth:	2,126,000,000 (Up by 0.3% from last year)	(As of 30-Mar-19)
Working Capital:	$498,000,000	(As of 29-Dec-18)

Payment Activity:	**(based on 732 experiences)**
Average High Credit:	733,620
Highest Credit:	50,000,000
Total Highest Credit:	395,693,850

D&B Credit Limit Recommendation

Due to adverse or incomplete information, we are unable to provide a Credit Limit Recommendation for this business. Please contact your sales representative or D&Bs Customer Resource Center at 800-234-3867 for assistance.

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class :

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

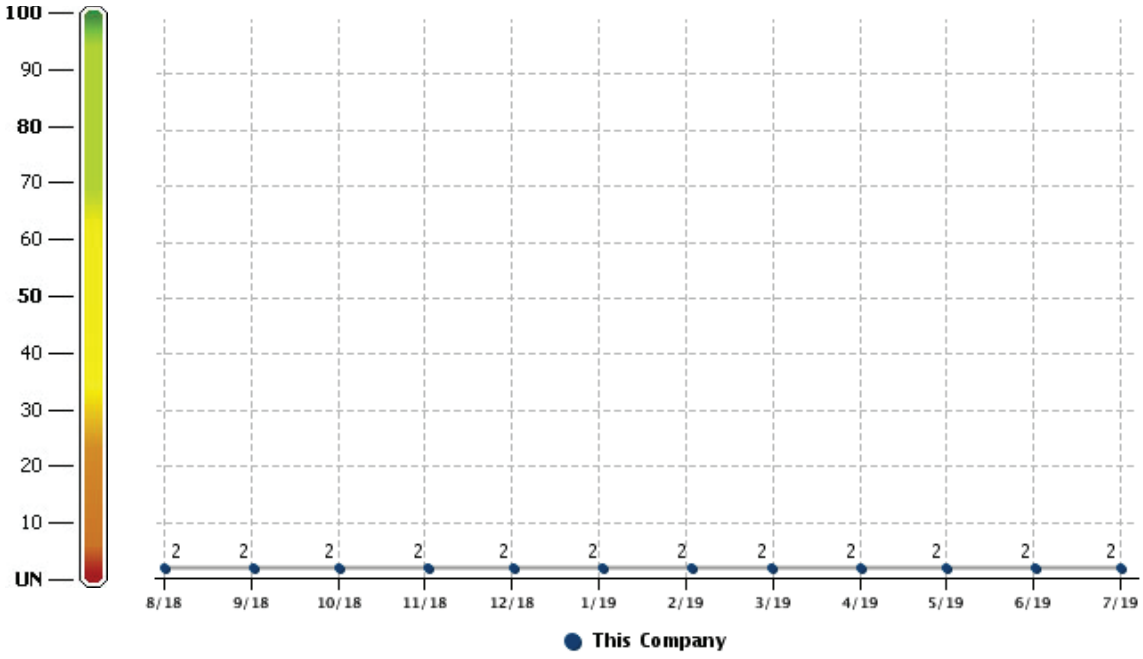
Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.84 %** (84 per 10,000)
Financial Stress National Percentile : **2** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1349** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

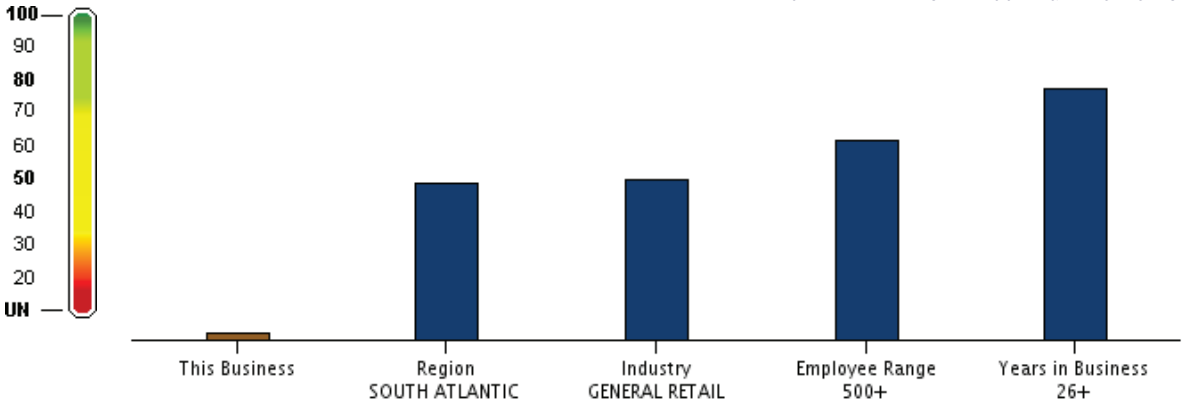
Special Event in the D & B Report

Financial Stress Percentile Trend:



Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	2
Region: SOUTH ATLANTIC	48
Industry: GENERAL RETAIL	49
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

Higher risk than other companies in the same region.

Higher risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 2 for this company shows that 2.5% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :

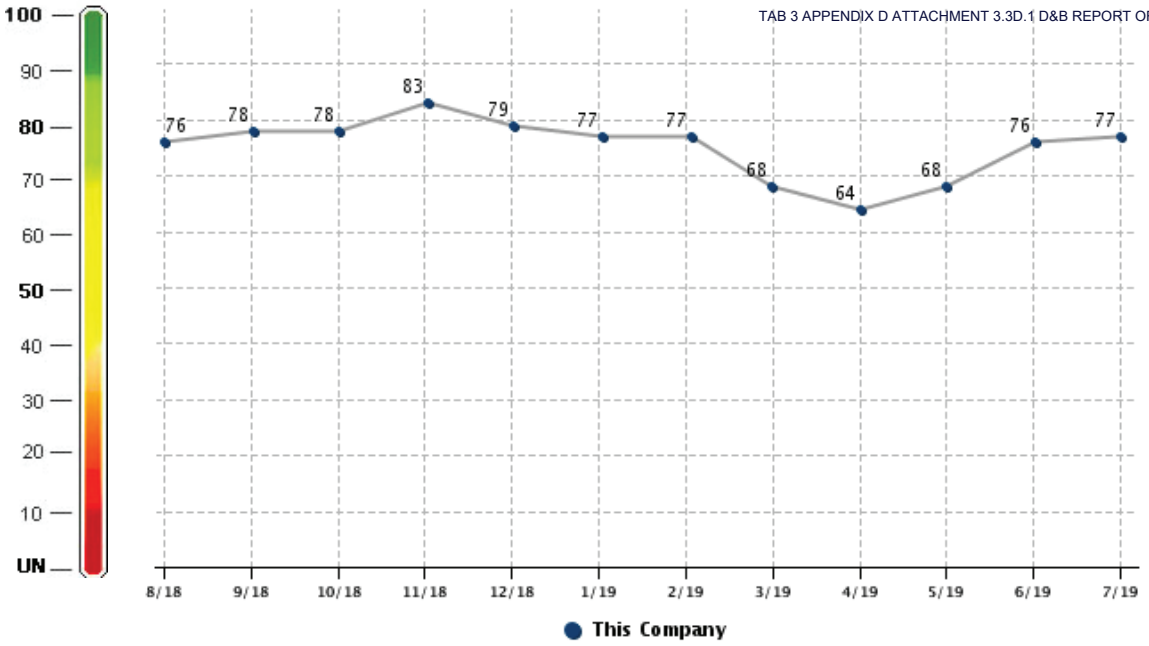
Incidence of Delinquent Payment

Among Companies with this Classification: **2.50 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **78** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **545** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

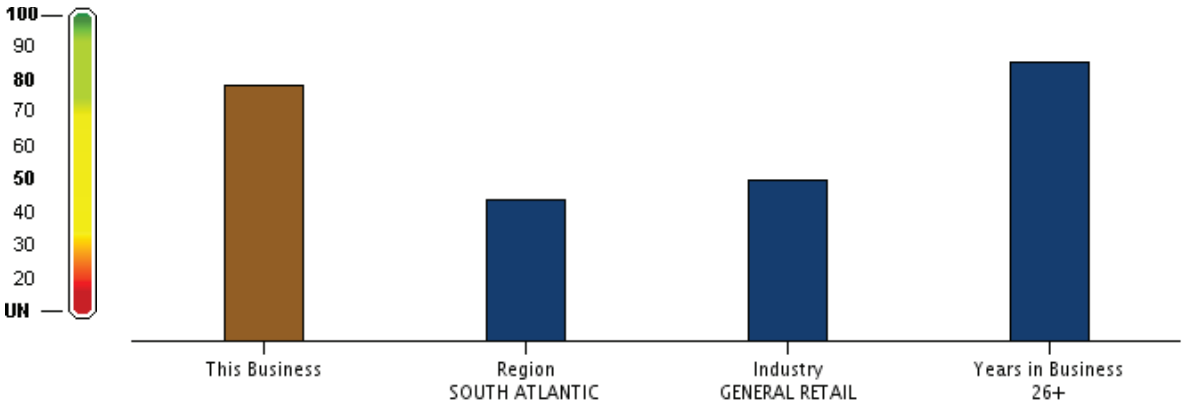
Proportion of past due balances to total amount owing
Higher risk industry based on delinquency rates for this industry
Total Liabilities to Net Worth influencing the score
Evidence of open suits, liens, and judgments
Proportion of slow payments in recent months

Credit Score Class Percentile Trend:



Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	78
Region: SOUTH ATLANTIC	43
Industry: GENERAL RETAIL	49
Employee range:	UN
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Higher risk than other companies with a comparable number of years in business.

Trade Payments

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references.
Learn more about the D&B PAYDEX

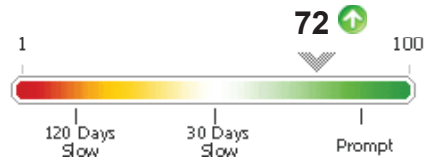
Timeliness of historical payments for this company.

Current PAYDEX is	**72**	Equal to 12 days beyond terms (Pays more slowly than the average for its industry of 3 days beyond terms)
Industry Median is	**78**	Equal to 3 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

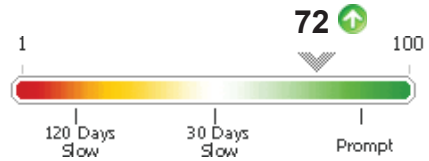
Total payment Experiences in D&Bs File (HQ)	732
Payments Within Terms (not weighted)	70 %
Trade Experiences with Slow or Negative Payments(%)	31.69%
Total Placed For Collection	5
High Credit Average	733,620
Largest High Credit	50,000,000
Highest Now Owing	50,000,000
Highest Past Due	6,000,000

D&B PAYDEX



High risk of late payment (Average 30 to 120 days beyond terms)
Medium risk of late payment (Average 30 days or less beyond terms)
Low risk of late payment (Average prompt to 30: days sooner)
When weighted by amount, payments to suppliers average 12 days beyond terms

3-Month D&B PAYDEX



High risk of late payment (Average 30 to 120 days beyond terms)
Medium risk of late payment (Average 30 days or less beyond terms)
Low risk of late payment (Average prompt to 30: days sooner)
Based on payments collected over last 3 months.

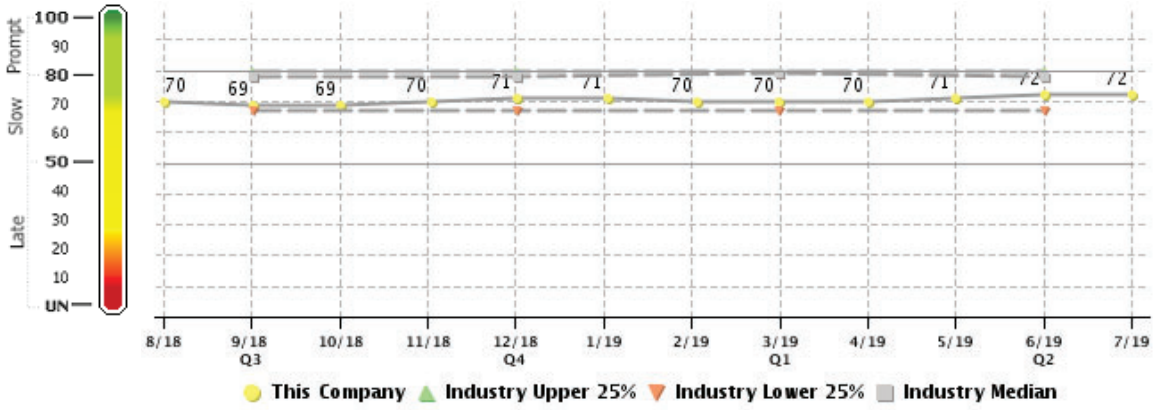
When weighted by amount, payments to suppliers average 12 days beyond terms

D&B PAYDEX® Comparison

Current Year		

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, whol office equipment, ret computers/software , based on SIC code 5943 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

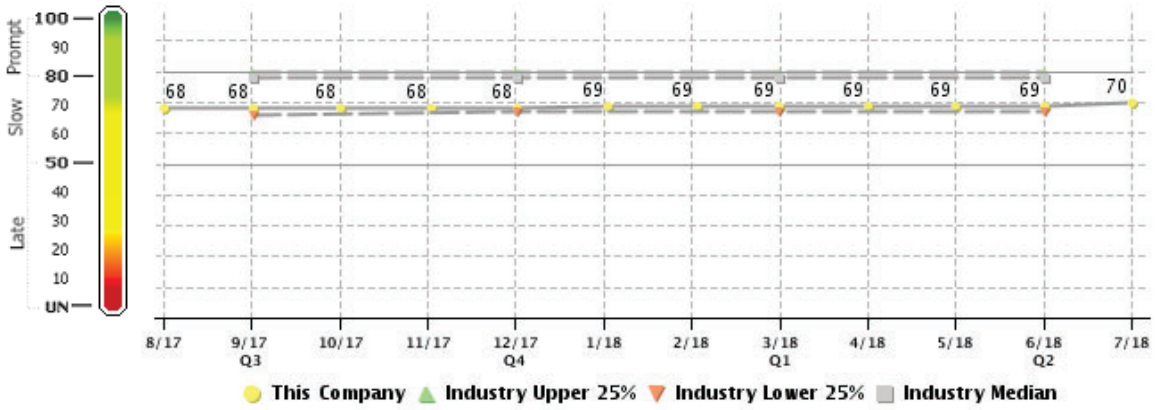


	8/18	9/18	10/18	11/18	12/18	1/19	2/19	3/19	4/19	5/19	6/19	7/19
This Business	70	69	69	70	71	71	70	70	70	71	72	72
Industry Quartiles												
Upper	.	80	.	.	80	.	.	80	.	.	80	.
Median	.	78	.	.	78	.	.	79	.	.	78	.
Lower	.	67	.	.	67	.	.	67	.	.	67	.

Current PAYDEX for this Business is 72 , or equal to 12 days beyond terms
The 12-month high is 72 , or equal to 12 DAYS BEYOND terms
The 12-month low is 69 , or equal to 16 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, whol office equipment, ret computers/software , based on SIC code 5943 .



Previous Year	09/17 Q3'17	12/17 Q4'17	03/18 Q1'18	06/18 Q2'18
This Business	68	68	69	69
Industry Quartiles				
Upper	80	80	80	80
Median	78	78	78	78
Lower	66	67	67	67

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 72 , or equal to 12 days beyond terms
The present industry median Score is 78 , or equal to 3 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	135	390,200,000	63%
50,000-100,000	37	2,415,000	63%
15,000-49,999	75	1,860,000	72%
5,000-14,999	97	690,000	73%
1,000-4,999	119	230,000	82%
Under 1,000	76	26,350	50%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 732 payment experience(s) in D&Bs file for the most recent 24 months, with 398 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 6,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90 (%)	90> (%)
Top Industries								
Public finance	93	973,650	100,000	98	2	0	0	0
Nonclassified	29	2,114,050	800,000	70	6	22	2	0
Trucking non-local	28	13,256,500	6,000,000	66	29	2	0	3
Electric services	27	213,550	35,000	92	8	0	0	0
Executive office	20	130,000	20,000	100	0	0	0	0
Short-trm busn credit	15	17,261,150	15,000,000	7	93	0	0	0
Whol office supplies	12	35,996,500	20,000,000	68	32	0	0	0
Whol computers/softwr	11	15,482,500	6,000,000	100	0	0	0	0
Mfg nonwd office furn	11	1,812,500	800,000	52	22	25	0	1
Whol service paper	11	613,300	250,000	50	40	5	5	0
Natnl commercial bank	11	606,100	200,000	100	0	0	0	0
Telephone communictns	11	63,600	55,000	99	0	0	0	1
Misc business credit	9	30,750	20,000	27	0	33	1	39
Mfg envelopes	8	7,781,000	4,000,000	95	0	5	0	0
Whol nondurable goods	8	870,100	300,000	94	5	0	1	0
Mfg wood home furn	7	2,112,500	1,000,000	47	53	0	0	0
Prepackaged software	7	1,980,000	750,000	61	39	0	0	0
Whol industrial suppl	7	720,100	500,000	55	7	3	35	0
Arrange cargo transpt	7	214,800	200,000	51	48	1	0	0
Mfg misc plastic prdt	6	75,262,500	50,000,000	50	50	0	0	0
Mfg photograph equip	6	9,535,000	8,000,000	54	44	0	0	2

Mfg wood office furn	6	5,382,500	5,000,000	94	1	2	0	3
Misc coml printing	6	3,155,000	2,000,000	86	6	4	4	0
Business consulting	6	3,253,000	1,000,000	69	31	0	0	0
Newspaper-print/publ	6	380,000	100,000	50	28	22	0	0
Natural gas distrib	6	61,000	20,000	93	7	0	0	0
Mfg computers	5	153,000,000	50,000,000	66	34	0	0	0
Truck rental/leasing	5	4,510,750	2,000,000	44	28	22	0	6
Mfg soap/detergents	5	1,500,750	700,000	13	37	0	13	37
Whol groceries	5	560,000	200,000	57	43	0	0	0
Mfg computer storage	5	195,100	100,000	50	42	8	0	0
Help supply service	5	123,250	100,000	94	2	0	2	2
Mfg manifold forms	5	43,500	30,000	63	37	0	0	0
Investment advice	5	13,250	10,000	0	47	0	6	47
Mfg confectionery	5	35,000	10,000	100	0	0	0	0
Detective/guard svcs	5	11,500	5,000	90	10	0	0	0
Electric w/other svcs	5	20,000	5,000	100	0	0	0	0
Misc business service	5	5,800	5,000	96	4	0	0	0
Air courier service	5	1,250	1,000	88	4	4	0	4
Whol appliances	4	9,350,000	6,000,000	65	35	0	0	0
Whol electronic parts	3	645,000	600,000	98	0	2	0	0
Custom programming	3	180,000	100,000	86	0	14	0	0
Mfg soft drinks	3	110,750	55,000	49	25	0	0	26
Whol industrial equip	3	52,750	50,000	0	48	47	0	5
Misc equipment rental	3	25,250	15,000	31	0	20	0	49
Television station	3	17,500	7,500	0	100	0	0	0
Mfg converted paper	2	2,065,000	2,000,000	0	100	0	0	0
Lithographic printing	2	502,500	500,000	100	0	0	0	0
Travel agency	2	495,000	400,000	60	40	0	0	0
Paper mill	2	257,500	250,000	98	1	1	0	0
Misc computer service	2	77,500	70,000	100	0	0	0	0
Local truck w/storage	2	45,750	45,000	49	50	1	0	0
Whol lumber/millwork	2	40,050	40,000	50	50	0	0	0
Mfg cleaning products	2	20,100	20,000	50	50	0	0	0
Ret misc merchandise	2	16,000	15,000	53	0	47	0	0
Mfg plane engine/part	2	12,500	10,000	60	40	0	0	0
Whol piece goods	2	10,000	7,500	100	0	0	0	0
Employment agency	2	6,000	5,000	41	42	0	0	17
Admin public health	2	3,500	2,500	100	0	0	0	0
Combination utilities	2	1,050	1,000	100	0	0	0	0
Whol chemicals	2	300	250	17	41	42	0	0
Mfg die cut/paper brd	1	5,000,000	5,000,000	100	0	0	0	0
Paperboard mill	1	4,000,000	4,000,000	0	100	0	0	0
Whol heating/ac equip	1	2,000,000	2,000,000	100	0	0	0	0
Mfg conveyors	1	2,000,000	2,000,000	50	0	50	0	0
Mfg stationery prdts	1	2,000,000	2,000,000	50	50	0	0	0
Paint/paper-hanging	1	1,000,000	1,000,000	100	0	0	0	0
Ret computer/software	1	1,000,000	1,000,000	100	0	0	0	0
Surety insurance	1	900,000	900,000	0	0	0	100	0
State commercial bank	1	750,000	750,000	100	0	0	0	0
Advertising reps	1	600,000	600,000	100	0	0	0	0
Mfg abrasive products	1	500,000	500,000	100	0	0	0	0
Mfg sanitary paper	1	400,000	400,000	100	0	0	0	0
Mfg misc products	1	400,000	400,000	100	0	0	0	0
Mfg textile mill prd	1	300,000	300,000	100	0	0	0	0

Mfg audio/video equip	1	250,000	250,000	50	50	0	0	0
Mfg blankbook/binder	1	200,000	200,000	50	50	0	0	0
Mfg home cook equipt	1	200,000	200,000	50	50	0	0	0
Mfg elevator/escaltrs	1	100,000	100,000	100	0	0	0	0
Mfg calculating eqpt	1	100,000	100,000	50	50	0	0	0
Depository bank svcs	1	100,000	100,000	50	0	0	0	50
Industrial launderer	1	100,000	100,000	0	0	50	0	50
Job training services	1	80,000	80,000	50	50	0	0	0
Mfg computer terminal	1	50,000	50,000	50	0	50	0	0
Mfg nonwd fixtures	1	50,000	50,000	50	50	0	0	0
Oil/gas field service	1	20,000	20,000	0	0	100	0	0
Data processing svcs	1	20,000	20,000	50	50	0	0	0
Mfg wood fixtures	1	15,000	15,000	100	0	0	0	0
Mfg plane parts/equip	1	10,000	10,000	0	50	0	50	0
Mfg sporting goods	1	10,000	10,000	100	0	0	0	0
Mfg primary batteries	1	7,500	7,500	50	0	50	0	0
Engineering services	1	5,000	5,000	50	0	0	0	50
Accounting services	1	5,000	5,000	0	50	50	0	0
Management services	1	5,000	5,000	100	0	0	0	0
Mfg relays/controls	1	5,000	5,000	0	100	0	0	0
Mfg upholstered furn	1	5,000	5,000	0	0	100	0	0
Whol durable goods	1	2,500	2,500	50	50	0	0	0
Whol office equipment	1	2,500	2,500	50	50	0	0	0
Passenger car rental	1	2,500	2,500	100	0	0	0	0
Domestic sea transprt	1	2,500	2,500	0	50	0	50	0
Mfg ophthalmic goods	1	2,500	2,500	100	0	0	0	0
Gas production/distrb	1	1,000	1,000	100	0	0	0	0
Personal credit	1	1,000	1,000	100	0	0	0	0
Whol furniture	1	500	500	100	0	0	0	0
Mfg glass products	1	500	500	0	0	0	100	0
Ret mail-order house	1	500	500	100	0	0	0	0
Operative builders	1	500	500	50	0	50	0	0
Testing laboratory	1	250	250	100	0	0	0	0
Coating/engrave svcs	1	250	250	0	0	100	0	0
Radiotelephone commun	1	250	250	50	50	0	0	0
Airport/airport svcs	1	250	250	0	0	0	100	0
Reg misc coml sector	1	100	100	100	0	0	0	0
Whol flowers/supplies	1	100	100	0	0	50	50	0
Mfg canned fruit/veg	1	100	100	100	0	0	0	0
Mfg treated minerals	1	100	100	0	0	0	100	0
Ret stationery	1	50	50	100	0	0	0	0
Mfg die/tool/jig/fixt	1	50	50	0	0	0	0	100
Flooring contractor	1	50	50	0	50	0	0	50
Other payment categories								
Cash experiences	167	35,850	5,000					
Payment record unknown	9	206,400	100,000					
Unfavorable comments	3	30,250	25,000					
Placed for collections	5	N/A	0					
Total in D&B's file	732	395,693,850	50,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
07/19	Ppt	70,000	70,000	0		1 mo
	Ppt	7,500	0	0		6-12 mos
	Ppt	50	0	0	N30	1 mo
	Slow 120	1,000	1,000	1,000		
06/19	Ppt	1,000,000	1,000,000			2-3 mos
	Ppt	1,000,000	700,000	0		1 mo
	Ppt	1,000,000	1,000,000	0		1 mo
	Ppt	500,000	200,000	0		1 mo
	Ppt	400,000	400,000	0	N60	1 mo
	Ppt	100,000	0			2-3 mos
	Ppt	100,000	60,000	10,000	N30	1 mo
	Ppt	65,000	25,000	0		1 mo
	Ppt	35,000	35,000			1 mo
	Ppt	35,000	35,000	0		1 mo
	Ppt	25,000	25,000	0		1 mo
	Ppt	15,000	15,000	0	N30	1 mo
	Ppt	15,000				1 mo
	Ppt	10,000	10,000	0		1 mo
	Ppt	10,000	10,000	0		1 mo
	Ppt	7,500	5,000	0		1 mo
	Ppt	7,500	2,500	0		1 mo
	Ppt	7,500	0	0	N30	6-12 mos
	Ppt	5,000	5,000	0		1 mo
	Ppt	2,500	500	0		1 mo
	Ppt	2,500	1,000	0		
	Ppt	2,500	250	0		1 mo
	Ppt	2,500	2,500	0		
	Ppt	2,500	0	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500				1 mo
	Ppt	1,000				1 mo
	Ppt	1,000	1,000	0		
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	1,000	1,000		1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	0	0		1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	750	0	0		1 mo
	Ppt	750	0	0		1 mo
	Ppt	750	0	0		6-12 mos
	Ppt	750	0	0		6-12 mos
	Ppt	750	0	0	N30	6-12 mos
	Ppt	500	100	0		1 mo
	Ppt	500	0	0		2-3 mos
	Ppt	500	0	0	N30	6-12 mos
	Ppt	100	0	0		6-12 mos

Ppt	100	100	0		1 mo
Ppt	100	0	0	1 10 N30	6-12 mos
Ppt	50	0	0		6-12 mos
Ppt	50	50	0		
Ppt	50	50	0	N30	1 mo
Ppt	50	0	0	N30	2-3 mos
Ppt	0	0	0		1 mo
Ppt	0	0	0	N30	1 mo
Ppt-Slow 15	1,000,000	0	0		2-3 mos
Ppt-Slow 15	600,000	200,000	65,000		1 mo
Ppt-Slow 15	300,000	100,000	35,000		1 mo
Ppt-Slow 15	200,000	90,000	30,000		1 mo
Ppt-Slow 30	300,000	10,000	5,000		1 mo
Ppt-Slow 30	95,000	90,000	20,000		1 mo
Ppt-Slow 30	60,000	60,000	60,000		1 mo
Ppt-Slow 30	35,000	35,000			2-3 mos
Ppt-Slow 30	30,000	20,000	5,000	N30	1 mo
Ppt-Slow 30	5,000	1,000	0		1 mo
Ppt-Slow 30	750	750	250		1 mo
Ppt-Slow 90	7,500	250	250		4-5 mos
Ppt-Slow 90+	2,500	1,000	1,000		1 mo
Ppt-Slow 120	80,000	80,000	55,000		1 mo
Slow 5	400,000	250,000	10,000		1 mo
Slow 5	25,000	20,000	15,000		1 mo
Slow 30	5,000	5,000	5,000		
Slow 60	10,000	10,000	10,000		6-12 mos
Slow 60	250	0	0		6-12 mos
Slow 90	750	750	750		1 mo
Slow 120	1,000	1,000	1,000	N30	
Slow 60-120	750	750	750	N30	2-3 mos
Slow 30-150	300,000	300,000			2-3 mos
(079) Bad debt .		1,000	1,000		1 mo
(080) Placed for collection .	2,500	2,500	2,500		1 mo

Payments Detail Key: 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	2	09/01/17
Liens	18	06/10/19
Suits	29	06/05/19
UCCs	271	06/13/19

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments

Status	**Unsatisfied**
CASE NO.	05771 SCSC600326
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	RACHEL VAUGHAN
Where filed	POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA
Date status attained	09/01/17
Date entered	09/01/17
Latest Info Received	09/28/17

Judgment award	**307**
Status	**Unsatisfied**
CASE NO.	2015788256HNB
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	HUI LIU
Where filed	ORANGE COUNTY SMALL CLAIMS COURT/NEWPORT BEACH, NEWPORT BEACH, CA
Date status attained	07/29/15
Date entered	07/29/15
Latest Info Received	02/19/16

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	**2,714 (Sales and use)**
Status	**Open**
FILING NO.	196702616
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	DAVIS COUNTY 2ND DISTRICT COURT, FARMINGTON, UT
Date Status Attained	06/10/19
Date Filed	06/10/19
Latest Info Received	06/20/19

Amount	**2,714 (Sales and use)**
Status	**Open**
FILING NO.	196404755
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	UTAH COUNTY 4TH DISTRICT COURT, PROVO, UT
Date Status Attained	06/10/19

Date Filed	06/10/19
Latest Info Received	06/20/19

Amount	**2,714 (Sales and use)**
Status	**Open**
FILING NO.	196913438
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Date Status Attained	06/03/19
Date Filed	06/03/19
Latest Info Received	06/13/19

Amount	**2,734 (Sales and use)**
Status	**Open**
FILING NO.	196702199
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	DAVIS COUNTY 2ND DISTRICT COURT, FARMINGTON, UT
Date Status Attained	05/13/19
Date Filed	05/13/19
Latest Info Received	05/30/19

Amount	**2,734 (Sales and use)**
Status	**Open**
FILING NO.	196404020
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	UTAH COUNTY 4TH DISTRICT COURT, PROVO, UT
Date Status Attained	05/13/19
Date Filed	05/13/19
Latest Info Received	05/30/19

Amount	**2,734 (Sales and use)**
Status	**Open**
FILING NO.	196911263
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Date Status Attained	05/06/19
Date Filed	05/06/19
Latest Info Received	05/23/19

Amount	**218,620**
Status	**Open**

FILING NO.	2017-04255
Type	State Tax
Filed By	PENNSYLVANIA BUREAU OF COMPLIANCE
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	CUMBERLAND COUNTY PROTHONOTARY, CARLISLE, PA
Date Status Attained	04/05/17
Date Filed	04/05/17
Latest Info Received	05/25/17

Amount	**314,658 (DEPT OF REV/TAX LIEN)**
Status	**Open**
DOCKET NO.	201400017859
Type	State Tax
Filed By	COMMONWEALTH OF PA DEPARTMENT OF REVENUE, HARRISBURG, PA
Against	OFFICE DEPOT INC., BOCA RATON, FL
Where Filed	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA
Date Status Attained	10/02/14
Date Filed	10/02/14
Latest Info Received	10/03/14

Amount	**43**
Status	**Open**
CASE NO.	14022128
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INCORPORATED, STOCKTON, CA AND OTHERS
Where Filed	SAN JOAQUIN COUNTY RECORDERS OFFICE, STOCKTON, CA
Date Status Attained	03/06/14
Date Filed	03/06/14
Latest Info Received	04/02/14

Amount	**1,156**
Status	**Open**
CASE NO.	12-0615003
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INC
Where Filed	RIVERSIDE COUNTY RECORDERS OFFICE, RIVERSIDE, CA
Date Status Attained	12/18/12
Date Filed	12/18/12
Latest Info Received	01/23/13

Suits

Status	**Pending**
DOCKET NO.	A1902781
Plaintiff	STEFFEN KEN
Defendant	OFFICE DEPOT INC
Where filed	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH

Date status attained	06/05/19
Date filed	06/05/19
Latest Info Received	06/20/19

Status	**Pending**
CASE NO.	MVS1900370
Plaintiff	PATTRITZIA FRATELLINI
Defendant	OFFICE DEPOT, MORENO VALLEY, CA
Cause	SMALL CLAIMS-$1500 & UNDER
Where filed	RIVERSIDE COUNTY SMALL CLAIMS COURT/MORENO VALLEY, MORENO VALLEY, CA

Date status attained	02/26/19
Date filed	02/26/19
Latest Info Received	04/11/19

Status	**Pending**
CASE NO.	19CV 30215
Plaintiff	SANDRA DUBE
Defendant	OFFICE DEPOT INC.
Cause	Personal injury - non-death
Where filed	ADAMS COUNTY DISTRICT COURT, BRIGHTON, CO

Date status attained	02/05/19
Date filed	02/05/19
Latest Info Received	02/19/19

Status	**Pending**
CASE NO.	502019CA000343XXXXMB
Plaintiff	FOWLER, LATRISHA
Defendant	OFFICE DEPOT INC,
Cause	DISCRIMINATION EMPLOYMNT/OTHER
Where filed	PALM BEACH COUNTY CIRCUIT COURT, WEST PALM BEACH, FL

Date status attained	01/09/19
Date filed	01/09/19
Latest Info Received	01/16/19

Status	**Pending**
CASE NO.	201801031675CJC
Plaintiff	FERNANDO ZOTEA
Defendant	OFFICE DEPOT INC
Where filed	ORANGE COUNTY SUPERIOR COURT, SANTA ANA, CA

Date status attained	11/06/18
Date filed	11/06/18
Latest Info Received	12/27/18

Suit Amount	**1,000**
Status	**Pending**
CASE NO.	CSM18 859070
Plaintiff	ZAKI SINADA

Defendant	OFFICE DEPOT AND OTHERS
Cause	UNFAIR BUSINESS PRACTICE
Where filed	SAN FRANCISCO COUNTY SMALL CLAIMS COURT, SAN FRANCISCO, CA
Date status attained	09/25/18
Date filed	09/25/18
Latest Info Received	10/02/18

Suit Amount	**3,000**
Status	**Pending**
CASE NO.	05771 SCSC600326
Plaintiff	RACHEL VAUGHAN
Defendant	OFFICE DEPOT INC
Cause	MONEY JUDGEMENT
Where filed	POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA
Date status attained	06/20/17
Date filed	06/20/17
Latest Info Received	06/27/17

Suit Amount	**50,000**
Status	**Pending**
DOCKET NO.	17M1 300895
Plaintiff	JACKSON JOSEPHINE
Defendant	OFFICE DEPOT INC, CHICAGO, IL AND OTHERS
Where filed	COOK COUNTY CIRCUIT COURT/1ST MUNICIPAL DIVISION, CHICAGO, IL
Date status attained	04/27/17
Date filed	04/27/17
Latest Info Received	05/09/17

Status	**Pending**
DOCKET NO.	A1701098
Plaintiff	JOHNSON WARNER
Defendant	OFFICE DEPOT INC.
Where filed	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH
Date status attained	02/23/17
Date filed	02/23/17
Latest Info Received	05/12/17

Suit Amount	**10,000**
Status	**Pending**
CASE NO.	17VESC01505
Plaintiff	MOSKOVICH SARA
Defendant	OFFICE DEPOT INC.
Cause	SMALL CLAIMS (LIMITED JURISDICTION)
Where filed	LOS ANGELES COUNTY SMALL CLAIMS COURT/VAN NUYS BRANCH, VAN NUYS, CA
Date status attained	02/14/17
Date filed	02/14/17
Latest Info Received	02/23/17

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

UCC Filings

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT, INC.
Filing No.	2017 7422696
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Type	Amendment
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT, INC.
Filing No.	2019 2108152
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2019-03-27
Latest Info Received	04/26/19
Original UCC Filed Date	2017-11-08
Original Filing No.	2017 7422696

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Filing No.	2017 7422605
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
Filing No.	2017 7422472
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OD INTERNATIONAL, INC
Filing No.	2017 7422399
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Filing No.	2017 7434972
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
Filing No.	2017 7434964
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OD INTERNATIONAL, INC.
Filing No.	2017 7434956
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	Negotiable instruments including proceeds and products - Account(s) including proceeds and products
Type	Original
Sec. Party	CARROLLTON BANK, O'FALLON, IL
Debtor	LAPPE, CRAIG M., SAINT PETERS, MO
Filing No.	1710069456931
Filed With	SECRETARY OF STATE/UCC DIVISION, JEFFERSON CITY, MO

Date Filed	2017-10-06
Latest Info Received	10/10/17

Collateral	Negotiable instruments including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - CONSIGNED MERCHANDISE including proceeds and products
Type	Original
Sec. Party	A.T. CROSS COMPANY, LINCOLN, RI
Debtor	OFFICE DEPOT, INC.
Filing No.	2009 2280771
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2009-07-16
Latest Info Received	08/13/09

Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC.
Filing No.	2008 3282710
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2008-09-26
Latest Info Received	10/22/08

Type	Release
Sec. Party	JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC.
Filing No.	2011 0413271
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2011-02-03
Latest Info Received	03/29/11
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

Type	Amendment
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Debtor	OFFICE DEPOT, INC.
Filing No.	2012 1005273
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2012-03-14
Latest Info Received	04/05/12
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

Type	Continuation
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC., DELRAY BEACH, FL
Filing No.	2018 2560627
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2018-04-16
Latest Info Received	06/04/18
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your PPP for D&Bi contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events

Currency: Shown in USD unless otherwise indicated

Special Events

07/13/2019 -OTHER SPECIAL EVENT :

According to published reports, The Consumer Product Safety Commission, in cooperation with Office Depot, Inc., of Boca Raton, Fla. announced the voluntary recall of about 19,000 Realspace Magellan Performance Electric Height-Adjustable Desks. The desk's control box has an electrical issue resulting in reverse polarity, which could pose a shock hazard. The products were sold at Office Depot stores in the United States and Puerto Rico and online at officedepot.com from April 1, 2017 through February 22, 2019.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	OFFICE DEPOT, INC.
Doing Business As:	OFFICE DEPOT ,

Street Address:	6600 N Military Trl Boca Raton , FL 33496
Phone:	561 438-4800
URL:	http://www.officedepot.com
Stock Symbol:	ODP
History	Is clear
Operations	Profitable
Present management control	33 years
Annual Sales	11,015,000,000

History

The following information was reported: **05/21/2019**

Officer(s):	JOSEPH S VASSALLUZZO, NON EXEC CHB+ GERRY P SMITH, CEO+ JOSEPH T LOWER, EXEC V PRES-CFO N DAVID BLEISCH, EXEC V PRES-CLO-CORP SEC JERRI DEVARD, EXEC V PRES-CCO TODD HALE, EXEC V PRES-CIO JANET SCHIJNS, CHIEF MERCHANDISING AND SERVICES OFFICER
DIRECTOR(S) :	The officers identified by (+) and Kristin A Campbell, Cynthia T Jamison, Francesca Ruiz De Luzuriaga, V James Marino, David M Szymanski, and Nigel Travis.

The Delaware Secretary of State's business registrations file showed that Office Depot, Inc. was registered as a Corporation on September 12, 1986, under the file registration number 2101387.

Business started 1986.

The company's common stock is traded on the NASDAQ Global Select Market under the symbol "ODP ". As of January 26, 2018, there were 8,753 holders of record of the company's common stock. As of March 7, 2018, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were :
Blackrock, Inc. (9.66%); Hotchkis and Wiley Capital Management, LLC (8.05%); The Vanguard Group (7.85%); Thomas H. Lee Advisors, LLC (7.69%); Dimensional Fund Advisors LP (6.74%); and Fairpointe Capital LLC (5.60%). As of the same date, directors and officers as a group beneficially owns 2.18% of the outstanding shares.

RECENT EVENTS :

On February 6, 2018, Platinum Equity, LLC, acquired OfficeMax Australia Limited, Richmond, Australia, from the company.

On November 8, 2017, Lincoln Merger Sub One, Inc., f/k/a THL Portfolio Holdings Corp. an indirect parent company of CompuCom Systems, Inc., merged with and into Lincoln Merger Sub Two, LLC, a wholly-owned subsidiary of the company. With the merger, Lincoln Merger Sub One, Inc. has ceased to exist as a legal entity and the operations were integrated to Lincoln Merger Sub Two, LLC. As part of the transaction, CompuCom Systems Holding LLC, Fort Mill, SC, the direct parent company of CompuCom Systems, Inc., will now operate as a subsidiary of Lincoln Merger Sub Two, LLC. Terms of the deal were approximately $937 million.

In October 2017, the company acquired Complete Office, LLC. As a result of the acquisition, Complete Office, LLC now operates as a subsidiary of Office Depot.

On April 26, 2017, Excelsior Capital Asia (HK) Limited, Pok Fu Lam, Hong Kong, acquired the South Korean business of the company.

On December 31, 2016, the company completed the sale of the OD European Business to The AURELIUS Group.

During the second quarter of 2016, the company completed its 400 store closure program associated with the 2014 Real Estate Strategy.

JOSEPH S VASSALLUZZO. Director since 2013. He was appointed as the independent Non-Executive Chairman of the Board in February 2017. Since 2002, he has served as a Director of the Federal Realty Investment Trust, where he is Chairman of the Board of Trustees.

GERRY P SMITH. Director since 2017. He was appointed to serve as CEO of the company effective February 2017. Prior to joining the company, he was at Lenovo Group Limited, since 2006, most recently serving as Executive Vice President and COO since 2016.

JOSEPH T LOWER. He was appointed as Executive Vice President and CFO in January 2018. Prior to joining the company, he served as Vice President and CFO at B/E Aerospace, Inc. between November 2014 and April 2017. Prior to joining B/E Aerospace, he was Vice President of Business Development and Strategy for The Boeing Company, where he spent 12 years.

N DAVID BLEISCH. he was appointed as Executive Vice President, Chief Legal Officer (CLO) and Corporate Secretary in September 2017. Prior to joining the company, he was Senior Vice President and CLO for The ADT Corporation from September 2012 through May 2016. Prior to assuming this role, he served in several leadership roles at Tyco International before being appointed Vice President and General Counsel of Tyco Security Solutions.

JERRI DEVARD. She was named Executive Vice President and Chief Customer Officer (CCO) in January 2018. she joined the company in September 2017 as Executive Vice President and Chief Marketing Officer (CMO). Prior to joining the company, she was Senior Vice President and CMO for The ADT Corporation from April 2014 to June 2016.

TODD HALE. He was appointed as Executive Vice President and Chief Information Officer (CIO) in August 2016. Previously, he served as Senior Vice President, North American CIO. Mr. Hale joined the company in 2004.

JANET SCHIJNS. She was appointed as Executive Vice President, Chief Merchandising and Services Officer in January 2016. She joined the company in July 2017 as Senior Vice President, Chief Merchandising and Services Officer. Prior to joining the company, she held several positions with Verizon, most recently serving as Chief Channel Executive and Vice President of Verizon Business Markets from December 2016 until July 2017.

KRISTIN A CAMPBELL. Director since 2016. She has been the Executive Vice President and General Counsel for Hilton Worldwide Holdings Inc. since June 2011.

CYNTHIA T JAMISON. Director since 2013. She was the CFO of AquaSpy, Inc. from 2009 to 2012.

FRANCESCA RUIZ DE LUZURIAGA. Director since 2013. From 1999 to 2000, she served as the COO of Mattel Interactive, a business unit of Mattel, Inc.

V JAMES MARINO. Director since 2013. From 2006 until his retirement in August 2011, he was the President and CEO of Alberto-Culver Company.

DAVID M SZYMANSKI. Director since 2013. He became the Dean of the University of Cincinnati Lindner College of Business in 2010.

NIGEL TRAVIS. Director since 2012. He has been the Chairman of the Board of Dunkin' Brands Group Inc since May 2013 and its CEO since January 2009.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF

Aug 03 2018

Registered Name:	OFFICE DEPOT, INC.
Business type:	DOMESTIC CORPORATION
Corporation type:	NOT AVAILABLE
Date incorporated:	Sep 12 1986
State of incorporation:	DELAWARE
Filing date:	Sep 12 1986
Registration ID:	2101387
Status:	GOOD STANDING
Status Attained Date:	Mar 02 2017
Where filed:	SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE
Registered agent:	CORPORATE CREATIONS NETWORK INC. , 3411 SILVERSIDE ROAD TATNALL BUILDING STE 104 , WILMINGTON , DE , 198100000

Operations

05/21/2019

Description:	The company, together with its subsidiaries, provides various products and services. It operates in three divisions: Retail, Business Solutions, and CompuCom. The Retail division operates retail stores, which offer office supplies; technology products and solutions; business machines and related supplies; print, cleaning, breakroom, and facilities products; and office furniture in the United States, Puerto Rico, and the U.S. Virgin Islands. Its stores also provide printing, reproduction, mailing, and shipping services. TRADEMARK (S): Office Depot, Ativa, Foray, Realspace, OfficeMax, TUL, WorkPro, Brenton Studio, Highmark, and others. Terms are cash and contract basis. Sells to general public and commercial concerns. Territory : International. The company's business is somewhat seasonal, with sales generally trending lower in the second quarter, following the back-to-business sales cycle in the first quarter and preceding the back-to-school sales cycle in the third quarter and the holiday sales cycle in the fourth quarter. Certain working capital components may build and recede during the year reflecting established selling cycles. Business cycles can and have impacted its operations and financial position when compared to other periods. With the exception of online purchases placed or fulfilled in its retail locations, online sales activities are reported in the North American Business Solutions.
Employees:	45,000 which includes officer(s). 2,400 employed here.
Facilities:	Leases 625,000 sq. ft. in a building.
Branches:	The business has branch(es) division(s); detailed branch information is available in Dun & Bradstreet's linkage or family tree products.
Subsidiaries:	The business has subsidiary(ies); detailed subsidiary information is available in Dun & Bradstreet's linkage or family tree products.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

5943 9902 Office forms and supplies

5044 0000 Office equipment

5734 0000 Computer and software stores

5734 9901 Personal computers

5045 0000 Computers, peripherals, and software

5045 9905 Computers, nec

NAICS:

453210 Office Supplies and Stationery Stores

423420 Office Equipment Merchant Wholesalers

443142 Electronics Stores

443142 Electronics Stores

423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

Financials

Company Financials: D&B

05/21/2019

Three-year Statement Comparative:

	Fiscal Consolidated Dec 29 2018 (in thousands)	Fiscal Consolidated Dec 30 2017 (in thousands)	Fiscal Consolidated Dec 31 2016 (in thousands)
Current Assets	2,683,000	2,871,000	2,973,000
Current Liabilities	2,185,000	2,046,000	2,031,000
Current Ratio	1.23	1.4	1.46
Working Capital	498,000	825,000	942,000
Other Assets	3,483,000	3,452,000	2,567,000
Net Worth	2,126,000	2,120,000	1,852,000
Sales	11,015,000	10,240,000	11,021,000
Long Term Liab	1,855,000	2,157,000	1,657,000
Net Profit (Loss)	104,000	181,000	529,000

Company Financial: EDGAR (Annual Statements)

Balance Sheet

Period Ending	Fiscal Consolidated Dec 29 2018	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016
ASSETS			
Current Assets			
Cash and Cash Equivalents	658,000,000.00	622,000,000.00	763,000,000.00
Short Term Investments	UN	UN	UN
Net Trade Receivables	885,000,000.00	931,000,000.00	687,000,000.00
Inventory	1,065,000,000.00	1,093,000,000.00	1,279,000,000.00
Other Current Assets	75,000,000.00	225,000,000.00	244,000,000.00
Total Current Assets	**2,683,000,000.00**	**2,871,000,000.00**	**2,973,000,000.00**
Furnitures and Fixtures	763,000,000.00	725,000,000.00	601,000,000.00
Fixed Assets	763,000,000.00	725,000,000.00	601,000,000.00
Long Term Investments	842,000,000.00	863,000,000.00	885,000,000.00
Deferred Long Term Asset Charges	284,000,000.00	305,000,000.00	466,000,000.00
Other Assets	258,000,000.00	260,000,000.00	219,000,000.00
Goodwill	914,000,000.00	851,000,000.00	363,000,000.00
Total Assets	**6,166,000,000.00**	**6,323,000,000.00**	**5,540,000,000.00**
Accumulated Amortization	UN	UN	UN
Intangible Assets	422,000,000.00	448,000,000.00	33,000,000.00
LIABILITIES			
Current Liabilities			
Accounts Payable	2,090,000,000.00	1,883,000,000.00	1,898,000,000.00
Short Term And Current Long Term Debt	95,000,000.00	96,000,000.00	29,000,000.00
Other Current Liabilities	0.00	67,000,000.00	104,000,000.00
Total Current Liabilities	**2,185,000,000.00**	**2,046,000,000.00**	**2,031,000,000.00**
Long Term Debt	1,444,000,000.00	1,712,000,000.00	1,156,000,000.00
Deferred Long Term Liability Charges	300,000,000.00	336,000,000.00	361,000,000.00
Negative Goodwill	UN	UN	UN
Minority Interest	UN	UN	UN
Other Liabilities	111,000,000.00	91,000,000.00	140,000,000.00
Misc Stocks Options Warrant	0.00	18,000,000.00	0.00
Total Liabilities	**4,040,000,000.00**	**4,185,000,000.00**	**3,688,000,000.00**
SHAREHOLDER'S EQUITY			
Preferred Stock Amount	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00
Retained Earnings	-173,000,000.00	-273,000,000.00	-453,000,000.00
Treasury Stock	-285,000,000.00	-246,000,000.00	-190,000,000.00
Capital Surplus	2,677,000,000.00	2,711,000,000.00	2,618,000,000.00
Other Equity	-99,000,000.00	-78,000,000.00	-129,000,000.00
Total Equity	**2,126,000,000.00**	**2,120,000,000.00**	**1,852,000,000.00**

Income Statement

Period Ending	Fiscal Consolidated Dec 29 2018	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016
Sales (Revenue)	11,015,000,000.00	10,240,000,000.00	11,021,000,000.00
Cost of Revenue	8,464,000,000.00	7,779,000,000.00	8,313,000,000.00
Gross Profit	**2,551,000,000.00**	**2,461,000,000.00**	**2,708,000,000.00**
Sales And General Admin	2,218,000,000.00	2,036,000,000.00	2,255,000,000.00
Research and Development Expense	UN	UN	UN
Non Recurring Expenses	79,000,000.00	98,000,000.00	-65,000,000.00
Other Operating Items	UN	UN	UN
Operating Income	254,000,000.00	327,000,000.00	518,000,000.00

Net Total Other Income and Expenses	25,000,000.00	34,000,000.00	21,000,000.00
Earnings Before Interest and Taxes	279,000,000.00	361,000,000.00	539,000,000.00
Interest Expense	121,000,000.00	62,000,000.00	80,000,000.00
Earning Before Tax	158,000,000.00	299,000,000.00	459,000,000.00
Income Tax Expense	59,000,000.00	153,000,000.00	-220,000,000.00
Equity Earnings or Loss	UN	UN	UN
Minority Interest Expense	UN	UN	UN
Net Income From Continuing Operations	99,000,000.00	146,000,000.00	679,000,000.00
Discontinued Operations	5,000,000.00	35,000,000.00	-150,000,000.00
Effect of Accounting Changes	UN	UN	UN
Extraordinary Items	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00
Net Income	**104,000,000.00**	**181,000,000.00**	**529,000,000.00**
Preferred Stocks and Other Adjustments	UN	UN	UN
Net Income Applicable to Common Shares	104,000,000.00	181,000,000.00	529,000,000.00

Statement of Cash Flow

Period Ending	Fiscal Consolidated Dec 29 2018	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016
Depreciation	202,000,000.00	162,000,000.00	184,000,000.00
Net Income Adjustments	125,000,000.00	199,000,000.00	58,000,000.00
Changes in Liabilities	140,000,000.00	-252,000,000.00	-339,000,000.00
Changes in Accounts Receivables	43,000,000.00	15,000,000.00	55,000,000.00
Changes in Inventories	-2,000,000.00	160,000,000.00	56,000,000.00
Changes in Other Operating Activities	81,000,000.00	-83,000,000.00	-238,000,000.00
Net Cash Flows - Operating Activities	616,000,000.00	467,000,000.00	492,000,000.00
Capital Expenditures	-187,000,000.00	-141,000,000.00	-111,000,000.00
Investments	-0.00	-42,000,000.00	-0.00
Other Cash Flows from Investing Activities	-62,000,000.00	-847,000,000.00	27,000,000.00
Net Cash Flows - Investing Activities	-249,000,000.00	-1,030,000,000.00	-84,000,000.00
Dividends Paid	-55,000,000.00	-53,000,000.00	-26,000,000.00
Sale and Purchase of Stock	-57,000,000.00	-56,000,000.00	-132,000,000.00
Net Borrowings	-291,000,000.00	605,000,000.00	-299,000,000.00
Other Cash Flows from Financing Activities	-11,000,000.00	-23,000,000.00	-18,000,000.00
Net Cash Flows - Financing Activities	-414,000,000.00	473,000,000.00	-475,000,000.00
Effect of Exchange Rate	-9,000,000.00	7,000,000.00	-8,000,000.00
Change in Cash and Cash Equivalents	21,000,000.00	-168,000,000.00	-262,000,000.00

Financial Ratios

Period Ending	Fiscal Consolidated Dec 29 2018	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016
Solvency Ratios			
Current Ratio	1.23	1.40	1.46
Quick Ratio	0.71	0.76	0.71
Current Liabilities to Net Worth (%)	102.78	95.70	109.67
Total Liabilities/Net Worth (%)	190.03	195.74	199.14
Current Liabilities to Inventory	205.16	187.19	158.80
Fixed Assets to Net Worth (%)	35.89	33.91	32.45
Cash Ratio	0.30	0.30	0.38
Efficiency Ratios			
Accounts Payable to Sales Ratio	0.19	0.18	0.17

Sales to Working Capital Ratio	22.12	12.41	11.70
Sales to Inventory (%)	1034.27	936.87	861.69
Assets/Sales	55.98	61.75	50.27
ROCE (%)	7.01	8.44	15.36
Profitability Ratios			
Return on Net Worth (%)	4.89	8.54	28.56
Return on Assets (%)	1.69	2.86	9.55
Return on Sales (%)	2.53	3.53	4.89
Gross Profit Margin (%)	23.16	24.03	24.57
Operating Margin (%)	2.31	3.19	4.70
Pre-Tax Profit Margin (%)	1.43	2.92	4.16
Profit Margin (%)	0.94	1.77	4.80
Pre-Tax Return on Equity (%)	7.43	14.10	24.78
After Tax Return on Equity (%)	4.89	8.54	28.56
Operating Income to Interest Ratio	2.10	5.27	6.48
Financial Leverage Ratios			
EBITDA to EBIT Ratio	1.72	1.45	1.34
Debt to Income Ratio	38.85	23.12	6.97
Debt to Equity Ratio	1.90	1.97	1.99
Equity Ratio (%)	34.48	33.53	33.43
Interest Coverage Ratio	2.31	5.82	6.74
Interest Coverage by EBITDA Ratio	0.64	3.21	4.44

Note:UNhUnavailable

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Company Financial: EDGAR (Quarterly Statements)

Balance Sheet

Quarter	**Q1**	**Q4**	**Q3**	**Q2**
Quarter Ending	**Mar 30 2019**	**Dec 29 2018**	**Sep 29 2018**	**Jun 30 2018**
ASSETS				
Current Assets				
Cash and Cash Equivalents	604,000,000.00	658,000,000.00	925,000,000.00	747,000,000.00
Short Term Investments	UN	UN	UN	UN
Net Trade Receivables	1,780,000,000.00	885,000,000.00	950,000,000.00	905,000,000.00
Inventory	1,034,000,000.00	1,065,000,000.00	1,023,000,000.00	1,122,000,000.00
Other Current Assets	84,000,000.00	75,000,000.00	112,000,000.00	142,000,000.00
Total Current Assets	**3,502,000,000.00**	**2,683,000,000.00**	**3,010,000,000.00**	**2,916,000,000.00**
Furnitures and Fixtures	2,128,000,000.00	763,000,000.00	744,000,000.00	722,000,000.00
Fixed Assets	2,128,000,000.00	763,000,000.00	744,000,000.00	722,000,000.00
Long Term Investments	0.00	842,000,000.00	847,000,000.00	853,000,000.00
Deferred Long Term Asset Charges	244,000,000.00	284,000,000.00	272,000,000.00	290,000,000.00
Other Assets	266,000,000.00	258,000,000.00	257,000,000.00	259,000,000.00
Goodwill	922,000,000.00	914,000,000.00	908,000,000.00	881,000,000.00
Total Assets	**7,471,000,000.00**	**6,166,000,000.00**	**6,472,000,000.00**	**6,359,000,000.00**
Accumulated Amortization	UN	UN	UN	UN
Intangible Assets	409,000,000.00	422,000,000.00	434,000,000.00	438,000,000.00
LIABILITIES				
Current Liabilities				
Accounts Payable	2,392,000,000.00	2,090,000,000.00	2,136,000,000.00	2,023,000,000.00
Short Term And Current Long Term Debt	841,000,000.00	95,000,000.00	92,000,000.00	97,000,000.00

Other Current Liabilities	UN	0.00	0.00	0.00
Total Current Liabilities	**3,233,000,000.00**	**2,185,000,000.00**	**2,228,000,000.00**	**2,120,000,000.00**
Long Term Debt	632,000,000.00	1,444,000,000.00	1,646,000,000.00	1,668,000,000.00
Deferred Long Term Liability Charges	181,000,000.00	300,000,000.00	318,000,000.00	327,000,000.00
Negative Goodwill	UN	UN	UN	UN
Minority Interest	UN	UN	UN	UN
Other Liabilities	1,319,000,000.00	111,000,000.00	83,000,000.00	88,000,000.00
Misc Stocks Options Warrant	UN	0.00	0.00	0.00
Total Liabilities	**5,365,000,000.00**	**4,040,000,000.00**	**4,275,000,000.00**	**4,203,000,000.00**
SHAREHOLDER'S EQUITY				
Preferred Stock Amount	UN	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00
Retained Earnings	-180,000,000.00	-173,000,000.00	-160,000,000.00	-220,000,000.00
Treasury Stock	-296,000,000.00	-285,000,000.00	-268,000,000.00	-254,000,000.00
Capital Surplus	2,664,000,000.00	2,677,000,000.00	2,684,000,000.00	2,691,000,000.00
Other Equity	-88,000,000.00	-99,000,000.00	-65,000,000.00	-67,000,000.00
Total Equity	**2,106,000,000.00**	**2,126,000,000.00**	**2,197,000,000.00**	**2,156,000,000.00**

Income Statement

Quarter	**Q1**	**Q4**	**Q3**	**Q2**
Quarter Ending	**Mar 30 2019**	**Dec 29 2018**	**Sep 29 2018**	**Jun 30 2018**
Sales (Revenue)	2,769,000,000.00	2,670,000,000.00	2,887,000,000.00	2,628,000,000.00
Cost of Revenue	2,128,000,000.00	2,068,000,000.00	2,201,000,000.00	2,032,000,000.00
Gross Profit	**641,000,000.00**	**602,000,000.00**	**686,000,000.00**	**596,000,000.00**
Sales And General Admin	574,000,000.00	544,000,000.00	567,000,000.00	534,000,000.00
Research and Development Expense	UN	UN	UN	UN
Non Recurring Expenses	43,000,000.00	34,000,000.00	14,000,000.00	14,000,000.00
Other Operating Items	UN	UN	UN	UN
Operating Income	24,000,000.00	24,000,000.00	105,000,000.00	48,000,000.00
Net Total Other Income and Expenses	8,000,000.00	-4,000,000.00	11,000,000.00	11,000,000.00
Earnings Before Interest and Taxes	32,000,000.00	20,000,000.00	116,000,000.00	59,000,000.00
Interest Expense	23,000,000.00	30,000,000.00	31,000,000.00	31,000,000.00
Earning Before Tax	9,000,000.00	-10,000,000.00	85,000,000.00	28,000,000.00
Income Tax Expense	1,000,000.00	4,000,000.00	24,000,000.00	9,000,000.00
Equity Earnings or Loss	UN	UN	UN	UN
Minority Interest Expense	UN	UN	UN	UN
Net Income From Continuing Operations	8,000,000.00	-14,000,000.00	61,000,000.00	19,000,000.00
Discontinued Operations	0.00	0.00	0.00	-3,000,000.00
Effect of Accounting Changes	UN	UN	UN	UN
Extraordinary Items	UN	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00	0.00
Net Income	**8,000,000.00**	**-14,000,000.00**	**61,000,000.00**	**16,000,000.00**
Preferred Stocks and Other Adjustments	UN	UN	UN	UN
Net Income Applicable to Common Shares	8,000,000.00	-14,000,000.00	61,000,000.00	16,000,000.00

Statement of Cash Flow

Quarter	**Q1**	**Q4**	**Q3**	**Q2**
Quarter Ending	**Mar 30 2019**	**Dec 29 2018**	**Sep 29 2018**	**Jun 30 2018**
Depreciation	51,000,000.00	53,000,000.00	51,000,000.00	49,000,000.00
Net Income Adjustments	40,000,000.00	37,000,000.00	37,000,000.00	22,000,000.00
Changes in Liabilities	UN	140,000,000.00	UN	UN
Changes in Accounts Receivables	UN	43,000,000.00	UN	UN

Changes in Inventories	UN	-2,000,000.00	UN	UN
Changes in Other Operating Activities	-39,000,000.00	-196,000,000.00	158,000,000.00	-9,000,000.00
Net Cash Flows - Operating Activities	60,000,000.00	61,000,000.00	304,000,000.00	44,000,000.00
Capital Expenditures	-46,000,000.00	-66,000,000.00	-47,000,000.00	-37,000,000.00
Investments	UN	-0.00	-0.00	UN
Other Cash Flows from Investing Activities	-6,000,000.00	-2,000,000.00	-32,000,000.00	1,000,000.00
Net Cash Flows - Investing Activities	-52,000,000.00	-68,000,000.00	-79,000,000.00	-36,000,000.00
Dividends Paid	-14,000,000.00	-13,000,000.00	-14,000,000.00	-14,000,000.00
Sale and Purchase of Stock	-11,000,000.00	-17,000,000.00	-14,000,000.00	-26,000,000.00
Net Borrowings	-24,000,000.00	-217,000,000.00	-23,000,000.00	-26,000,000.00
Other Cash Flows from Financing Activities	-15,000,000.00	-8,000,000.00	-2,000,000.00	1,000,000.00
Net Cash Flows - Financing Activities	-64,000,000.00	-255,000,000.00	-52,000,000.00	-66,000,000.00
Effect of Exchange Rate	2,000,000.00	-5,000,000.00	1,000,000.00	-3,000,000.00
Change in Cash and Cash Equivalents	-54,000,000.00	-267,000,000.00	177,000,000.00	-27,000,000.00

Financial Ratios

Quarter	**Q1**	**Q4**	**Q3**	**Q2**
Quarter Ending	**Mar 30 2019**	**Dec 29 2018**	**Sep 29 2018**	**Jun 30 2018**
Solvency Ratios				
Current Ratio	1.08	1.23	1.35	1.38
Quick Ratio	0.74	0.71	0.84	0.78
Current Liabilities to Net Worth (%)	153.51	102.78	101.41	98.33
Total Liabilities/Net Worth (%)	254.75	190.03	194.58	194.94
Current Liabilities to Inventory	312.67	205.16	217.79	188.95
Fixed Assets to Net Worth (%)	101.04	35.89	33.86	33.49
Cash Ratio	0.19	0.30	0.42	0.35
Efficiency Ratios				
Accounts Payable to Sales Ratio	0.86	0.78	0.74	0.77
Sales to Working Capital Ratio	10.29	5.36	3.69	3.30
Sales to Inventory (%)	267.79	250.70	282.21	234.22
Assets/Sales	269.81	230.94	224.18	241.97
ROCE (%)	0.76	0.50	2.73	1.39
Profitability Ratios				
Return on Net Worth (%)	0.38	-0.66	2.78	0.74
Return on Assets (%)	0.11	-0.23	0.94	0.25
Return on Sales (%)	1.16	0.75	4.02	2.25
Gross Profit Margin (%)	23.15	22.55	23.76	22.68
Operating Margin (%)	0.87	0.90	3.64	1.83
Pre-Tax Profit Margin (%)	0.33	-0.37	2.94	1.07
Profit Margin (%)	0.29	-0.52	2.11	0.61
Pre-Tax Return on Equity (%)	0.43	-0.47	3.87	1.30
After Tax Return on Equity (%)	0.38	-0.66	2.78	0.74
Operating Income to Interest Ratio	1.04	0.80	3.39	1.55
Financial Leverage Ratios				
EBITDA to EBIT Ratio	2.59	3.65	1.44	1.83
Debt to Income Ratio	670.62	-288.57	70.08	262.69
Debt to Equity Ratio	2.55	1.90	1.95	1.95
Equity Ratio (%)	28.19	34.48	33.95	33.90
Interest Coverage Ratio	1.39	0.67	3.74	1.90
Interest Coverage by EBITDA Ratio	-0.83	-1.10	2.10	0.32

Note:UNhUnavailable

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Stock Performance

Statement Update

05/27/2019
Interim Consolidated statement dated MAR 30 2019 (in thousands):

Assets		**Liabilities**	
Cash	604,000	Accts Pay	1,098,000
Accts Rec	944,000	Non-Recourse Debt	748,000
Inventory	1,034,000	Accruals	1,294,000
Prepaid Exps & Other Current Assets	84,000	L.T. Liab-(1yr)	93,000
Timber Notes Receivable	836,000		
Curr Assets	3,502,000	**Curr Liabs**	3,233,000
Fixt & Equip	730,000	Def Income Taxes & Other LT-Liabs	181,000
Goodwill	922,000	Long-Term Debt-Net	632,000
Operating Lease Right-Of-Use Assets	1,398,000	L.T. Liab-Other	1,319,000
Other Intangible Assets-Net	409,000	COMMON STOCK	6,000
Other Assets	510,000	ADDIT. PD.-IN CAP	2,664,000
		ACCUM OTHER COMPREHENSIVE LOSS	(88,000)
		RETAINED EARNINGS	(180,000)
		TREASURY STOCK	(296,000)
Total Assets	7,471,000	**Total Liabilities + Equity**	7,471,000

From DEC 30 2018 to MAR 30 2019 sales $2,769,000,000; cost of goods sold $2,128,000,000. Gross profit $641,000,000; operating expenses $617,000,000. Operating income $24,000,000; other income $8,000,000; other expenses $23,000,000; net income before taxes $9,000,000; Federal income tax $1,000,000; net income $8,000,000.

Statement obtained from Securities And Exchange Commission. Prepared from books without audit.

Explanations
The net worth of this company includes intangibles; Other Assets consist of deferred income taxes and other assets; Other Long Term Liabilities consist of pension and postretirement obligations-net and operating lease liabilities.

Fiscal Consolidated statement dated DEC 29 2018 (in thousands):

Assets		Liabilities	
Cash	658,000	Accts Pay	1,110,000
Accts Rec	885,000	ST Borrowings & Current Mat-LT Debt	95,000
Inventory	1,065,000	Accruals	978,000
Prepaid Exps & Other Current Assets	75,000	Taxes	2,000
Curr Assets	**2,683,000**	**Curr Liabs**	**2,185,000**
Fixt & Equip	763,000	Def Income Taxes & Other LT Liabs	300,000
Goodwill	914,000	Long-term Debt-Net	690,000
Other Intangible Assets-Net	422,000	L.T. Liab-Other	865,000
Timber Notes Receivable	842,000	COMMON STOCK	6,000
Deferred Income Taxes	284,000	ADDIT. PD.-IN CAP	2,677,000
Other Assets	258,000	TREASURY STOCK	(285,000)
		RETAINED EARNINGS	(173,000)
		ACCUM OTHER COMPREHENSIVE LOSS	(99,000)
Total Assets	**6,166,000**	**Total Liabilities + Equity**	**6,166,000**

From DEC 30 2017 to DEC 29 2018 annual sales $11,015,000,000; cost of goods sold $8,464,000,000. Gross profit $2,551,000,000; operating expenses $2,297,000,000. Operating income $254,000,000; other income $45,000,000; other expenses $136,000,000; net income before taxes $163,000,000; Federal income tax $59,000,000. Net income $104,000,000.

Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: Deloitte & Touche LLP, Boca Raton, Florida.

ACCOUNTANTS OPINION

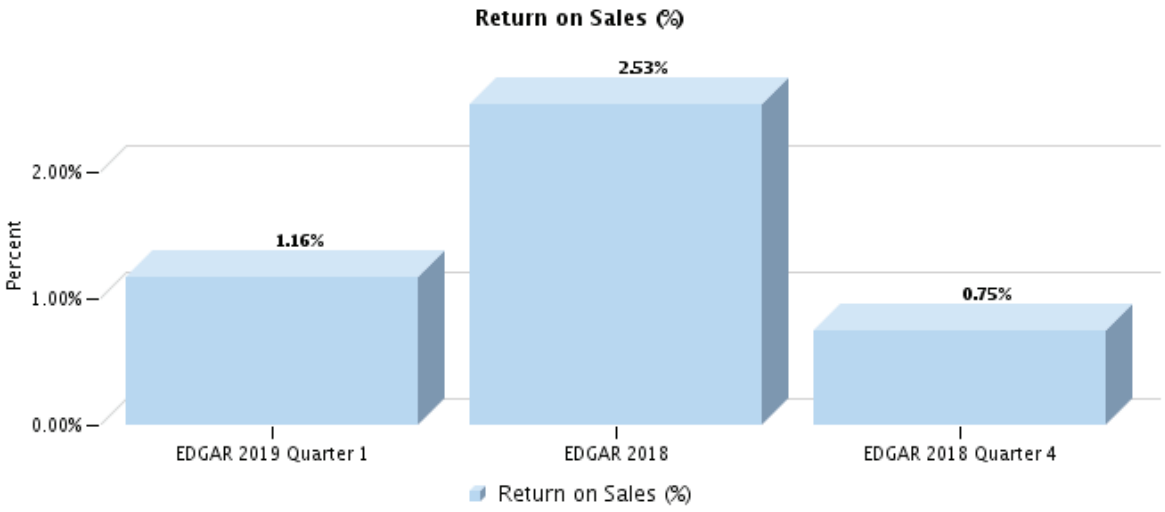
A review of the accountant's opinion indicated that the financial statements meet generally accepted accounting principles and that the audit contains no qualifications.

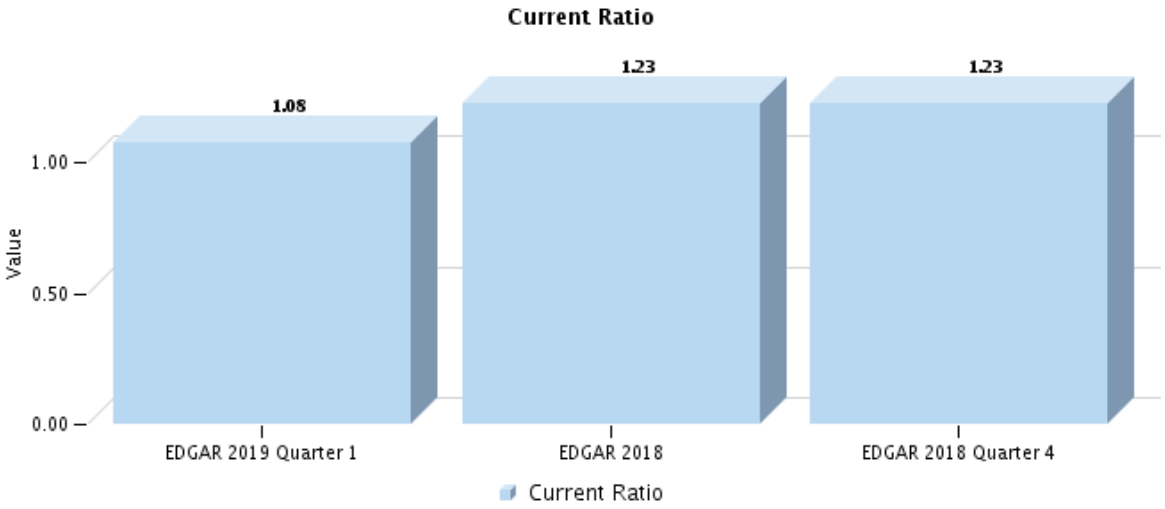
Fixed assets shown net less $1,665,000,000 depreciation.

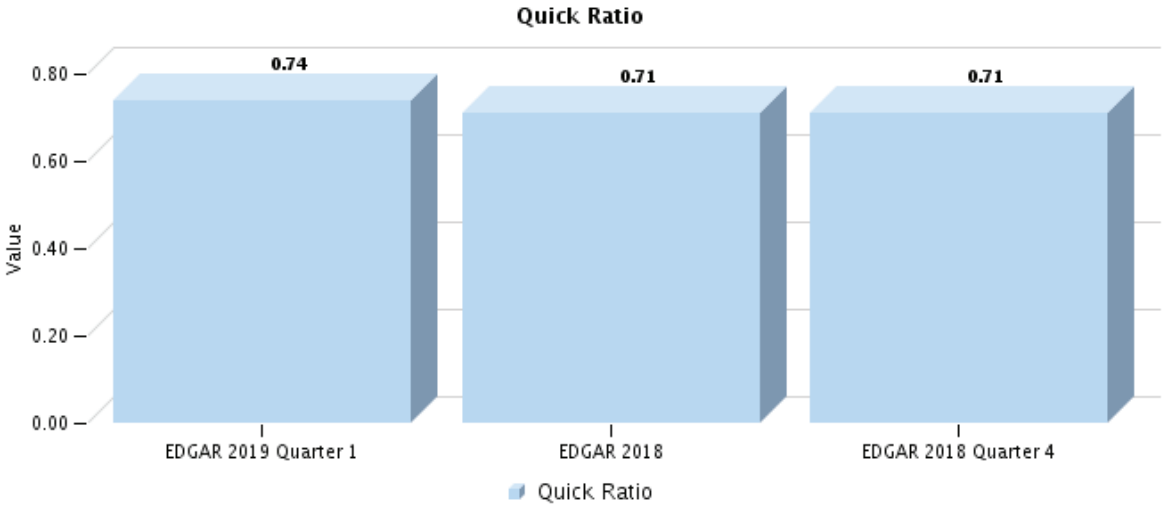
Explanations
The net worth of this company includes intangibles.

On May 21, 2019, the financial information was updated.

Financial Trend Graphs







Balance Sheet

Financials By: EDGAR	Compare Statements: EDGAR Quarter 1 2019	EDGAR Annual 2018	EDGAR Quarter 4 2018	Show Variance By: Percent Q1 2019 - 2018	Percent 2018 - Q4 2018
ASSETS					
Current Assets					
Total Cash	604,000,000.00	658,000,000.00	658,000,000.00	-8.21	0.00
Short Term Investments	UN	UN	UN	UN	UN
Net Trade Receivables	1,780,000,000.00	885,000,000.00	885,000,000.00	101.13	0.00
Inventory	1,034,000,000.00	1,065,000,000.00	1,065,000,000.00	-2.92	0.00
Other Current Assets	84,000,000.00	75,000,000.00	75,000,000.00	12.00	0.00
Total Current Assets	3,502,000,000.00	2,683,000,000.00	2,683,000,000.00	30.53	0.00
Furnitures and Fixtures	2,128,000,000.00	763,000,000.00	763,000,000.00	178.90	0.00
Fixed Assets	2,128,000,000.00	763,000,000.00	763,000,000.00	178.90	0.00
Long Term Investments	0.00	842,000,000.00	842,000,000.00	-	0.00
Deferred Long Term Asset Charges	244,000,000.00	284,000,000.00	284,000,000.00	-14.09	0.00
Other Assets	266,000,000.00	258,000,000.00	258,000,000.00	3.11	0.00
Goodwill	922,000,000.00	914,000,000.00	914,000,000.00	0.88	0.00
Total Assets	7,471,000,000.00	6,166,000,000.00	6,166,000,000.00	21.17	0.00
Accumulated Amortization	UN	UN	UN	UN	UN
Intangible Assets	409,000,000.00	422,000,000.00	422,000,000.00	-3.09	0.00
LIABILITIES					
Current Liabilities					
Accounts Payable	2,392,000,000.00	2,090,000,000.00	2,090,000,000.00	14.45	0.00
Short Term And Current Long Term Debt	841,000,000.00	95,000,000.00	95,000,000.00	785.27	0.00
Other Current Liabilities	UN	0.00	0.00	UN	-
Total Current Liabilities	3,233,000,000.00	2,185,000,000.00	2,185,000,000.00	47.97	0.00
Long Term Debt	632,000,000.00	1,444,000,000.00	1,444,000,000.00	-56.24	0.00
Deferred Long Term Liability Charges	181,000,000.00	300,000,000.00	300,000,000.00	-39.67	0.00
Negative Goodwill	UN	UN	UN	UN	UN
Minority Interest	UN	UN	UN	UN	UN
Other Liabilities	1,319,000,000.00	111,000,000.00	111,000,000.00	1088.29	0.00
Misc Stocks Options Warrant	UN	0.00	0.00	UN	-
Total Liabilities	5,365,000,000.00	4,040,000,000.00	4,040,000,000.00	32.80	0.00
SHAREHOLDER'S EQUITY					
Preferred Stock Amount	UN	UN	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00	0.00	0.00
Retained Earnings	-180,000,000.00	-173,000,000.00	-173,000,000.00	-4.05	0.00
Treasury Stock	-296,000,000.00	-285,000,000.00	-285,000,000.00	-3.86	0.00
Capital Surplus	2,664,000,000.00	2,677,000,000.00	2,677,000,000.00	-0.49	0.00
Other Equity	-88,000,000.00	-99,000,000.00	-99,000,000.00	11.12	0.00
Total Equity	2,106,000,000.00	2,126,000,000.00	2,126,000,000.00	-0.95	0.00

Income Statement

Financials By: **EDGAR**	Compare Statements: **EDGAR Quarter 1 2019**	**EDGAR Annual 2018**	**EDGAR Quarter 4 2018**	Show Variance By: **Percent**	
				Q1 2019 - 2018	**2018 - Q4 2018**
Sales (Revenue)	2,769,000,000.00	11,015,000,000.00	2,670,000,000.00	-74.87	312.55
Cost of Revenue	2,128,000,000.00	8,464,000,000.00	2,068,000,000.00	-74.86	309.29
Gross Profit	641,000,000.00	2,551,000,000.00	602,000,000.00	-74.88	323.76
Sales And General Admin	574,000,000.00	2,218,000,000.00	544,000,000.00	-74.13	307.73
Research and Development Expense	UN	UN	UN	UN	UN
Non Recurring Expenses	43,000,000.00	79,000,000.00	34,000,000.00	-45.57	132.36
Other Operating Items	UN	UN	UN	UN	UN
Operating Income	24,000,000.00	254,000,000.00	24,000,000.00	-90.56	958.34
Net Total Other Income and Expenses	8,000,000.00	25,000,000.00	-4,000,000.00	-68.00	725.00
Earnings Before Interest and Taxes	32,000,000.00	279,000,000.00	20,000,000.00	-88.54	1295.00
Interest Expense	23,000,000.00	121,000,000.00	30,000,000.00	-81.00	303.34
Earning Before Tax	9,000,000.00	158,000,000.00	-10,000,000.00	-94.31	1680.00
Income Tax Expense	1,000,000.00	59,000,000.00	4,000,000.00	-98.31	1375.00
Equity Earnings or Loss	UN	UN	UN	UN	UN
Minority Interest Expense	UN	UN	UN	UN	UN
Net Income From Continuing Operations	8,000,000.00	99,000,000.00	-14,000,000.00	-91.92	807.15
Discontinued Operations	0.00	5,000,000.00	0.00	-	-
Effect of Accounting Changes	UN	UN	UN	UN	UN
Extraordinary Items	UN	UN	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00	-	-
Net Income	8,000,000.00	104,000,000.00	-14,000,000.00	-92.31	842.86
Preferred Stocks and Other Adjustments	UN	UN	UN	UN	UN
Net Income Applicable to Common Shares	8,000,000.00	104,000,000.00	-14,000,000.00	-92.31	842.86

Cash Flow Statement

Financials By:	Compare Statements:			Show Variance By:	
EDGAR	**EDGAR Quarter 1 2019**	**EDGAR Annual 2018**	**EDGAR Quarter 4 2018**	**Percent**	
				Q1 2019 - 2018	**2018 - Q4 2018**
Depreciation	51,000,000.00	202,000,000.00	53,000,000.00	-74.76	281.14
Net Income Adjustments	40,000,000.00	125,000,000.00	37,000,000.00	-68.00	237.84
Changes in Liabilities	UN	140,000,000.00	140,000,000.00	UN	0.00
Changes in Accounts Receivables	UN	43,000,000.00	43,000,000.00	UN	0.00
Changes in Inventories	UN	-2,000,000.00	-2,000,000.00	UN	0.00
Changes in Other Operating Activities	-39,000,000.00	81,000,000.00	-196,000,000.00	-148.15	141.33
Net Cash Flows - Operating Activities	60,000,000.00	616,000,000.00	61,000,000.00	-90.26	909.84
Capital Expenditures	-46,000,000.00	-187,000,000.00	-66,000,000.00	75.41	-183.34
Investments	UN	0.00	0.00	UN	-
Other Cash Flows from Investing Activities	-6,000,000.00	-62,000,000.00	-2,000,000.00	90.33	-3000.00
Net Cash Flows - Investing Activities	-52,000,000.00	-249,000,000.00	-68,000,000.00	79.12	-266.18
Dividends Paid	-14,000,000.00	-55,000,000.00	-13,000,000.00	74.55	-323.08
Sale and Purchase of Stock	-11,000,000.00	-57,000,000.00	-17,000,000.00	80.71	-235.30
Net Borrowings	-24,000,000.00	-291,000,000.00	-217,000,000.00	91.76	-34.11
Other Cash Flows from Financing Activities	-15,000,000.00	-11,000,000.00	-8,000,000.00	-36.37	-37.50
Net Cash Flows - Financing Activities	-64,000,000.00	-414,000,000.00	-255,000,000.00	84.55	-62.36
Effect of Exchange Rate	2,000,000.00	-9,000,000.00	-5,000,000.00	122.23	-80.00
Change in Cash and Cash Equivalents	-54,000,000.00	21,000,000.00	-267,000,000.00	-357.15	107.87

Financial Ratios

Financials By: EDGAR	Compare Statements: EDGAR Quarter 1 2019	EDGAR Annual 2018	EDGAR Quarter 4 2018	Show Variance By: Percent Q1 2019 - 2018	Percent 2018 - Q4 2018
Solvency Ratios					
Current Ratio	1.08	1.23	1.23	-12.20	0.00
Quick Ratio	0.74	0.71	0.71	4.23	0.00
Current Liabilities to Net Worth (%)	153.51	102.78	102.78	49.36	0.00
Total Liabilities/Net Worth (%)	254.75	190.03	190.03	34.06	0.00
Current Liabilities to Inventory	312.67	205.16	205.16	52.41	0.00
Fixed Assets to Net Worth (%)	101.04	35.89	35.89	181.53	0.00
Cash Ratio	0.19	0.3	0.3	-36.67	0.00
Efficiency Ratios					
Accounts Payable to Sales Ratio	0.86	0.19	0.78	352.64	-75.65
Sales to Working Capital Ratio	10.29	22.12	5.36	-53.49	312.69
Sales to Inventory (%)	267.79	1034.27	250.7	-74.11	312.56
Assets/Sales	269.81	55.98	230.94	381.98	-75.76
ROCE (%)	0.76	7.01	0.5	-89.16	1302.00
Profitability Ratios					
Return on Net Worth (%)	0.38	4.89	-0.66	-92.23	840.91
Return on Assets (%)	0.11	1.69	-0.23	-93.50	834.79
Return on Sales (%)	1.16	2.53	0.75	-54.16	237.34
Gross Profit Margin (%)	23.15	23.16	22.55	-0.05	2.71
Operating Margin (%)	0.87	2.31	0.9	-62.34	156.67
Pre-Tax Profit Margin (%)	0.33	1.43	-0.37	-76.93	486.49
Profit Margin (%)	0.29	0.94	-0.52	-69.15	280.77
Pre-Tax Return on Equity (%)	0.43	7.43	-0.47	-94.22	1680.86
After Tax Return on Equity (%)	0.38	4.89	-0.66	-92.23	840.91
Operating Income to Interest Ratio	1.04	2.1	0.8	-50.48	162.50
Financial Leverage Ratios					
EBITDA to EBIT Ratio	2.59	1.72	3.65	50.59	-52.88
Debt to Income Ratio	670.62	38.85	-288.57	1626.18	113.47
Debt to Equity Ratio	2.55	1.9	1.9	34.22	0.00
Equity Ratio (%)	28.19	34.48	34.48	-18.25	0.00
Interest Coverage Ratio	1.39	2.31	0.67	-39.83	244.78
Interest Coverage by EBITDA Ratio	-0.83	0.64	-1.1	-229.69	158.19

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Key Business Ratios

Statement Date Dec 29 2018

Based on this Number of Establishments 13

Industry Norms Based On 13 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	0.9	4.7	3
Return on Net Worth %	4.9	4.9	2
Short-Term Solvency			
Current Ratio	1.2	2.4	4
Quick Ratio	0.7	0.8	3
Efficiency			
Assets to Sales %	56.0	53.3	3
Sales / Net Working Capital	22.1	5.9	1
Utilization			
Total Liabilities / Net Worth (%)	190.0	97.5	4

Associations

All Credit Files Created from this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 08:58 AM EDT

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 08:58 AM EDT
OFFICE DEPOT, INC.	Application - #FCLM5EAXG	Approved	11/06/2014 01:55 PM EST
Officedepot	Application - #FCLM5EAYL	Approved	11/06/2014 01:57 PM EST
Officedepot	Application - #FCL95EMC8	Approved	11/06/2014 02:04 PM EST
Officedepot	Application - #FCLC5EG6T	Approved	11/06/2014 02:32 PM EST
Officedepot	Application - #FCLH5EXX5	Approved	11/06/2014 02:39 PM EST
Officedepot	Application - #FCLL5EXQF	Approved	11/06/2014 02:42 PM EST
OFFICE DEPOT, INC.	Application - #FCL35EYGG	Approved	11/06/2014 03:39 PM EST
OFFICE DEPOT, INC.	Application - #FCLK5EYXW	Approved	11/06/2014 03:39 PM EST
OFFICE DEPOT, INC.	Application - #FCLE5EY55	Approved	11/06/2014 03:42 PM EST
Officedepot	Application - #FCLD5EY8F	Approved	11/06/2014 03:45 PM EST
Officedepot	Application - #FCLK5843V	Approved	11/07/2014 09:38 AM EST
Officedepot	Application - #FCLLJN9XB	Approved	11/10/2014 09:31 AM EST
Officedepot	Application - #FCLBJCKYN	Approved	11/10/2014 10:51 AM EST
Officedepot	Application - #FCLKJCKEL	Approved	11/10/2014 10:53 AM EST
OFFICE DEPOT, INC.	Application - #FCLLJCAA8	Approved	11/10/2014 11:00 AM EST
OFFICE DEPOT, INC.	Application - #FCLD3KWF	Approved	12/02/2014 04:09 PM EST
OFFICE DEPOT, INC.	Application - #FCL4EK5FW	Approved	12/22/2014 02:29 PM EST
OFFICE DEPOT, INC.	Application - #FCLKEK59A	Approved	12/22/2014 02:29 PM EST
OFFICE DEPOT, INC.	Application - #FCLDEKJDB	Approved	12/22/2014 02:29 PM EST
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OD FLEX 15 TEST	Application - #FCHHA9XJD	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHTA9XEJ	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHGAFD4C	Approved	04/30/2015 08:35:04 EDT

OD FLEX 15 TEST	Application - #FCHKAFDQL	Approved	04/30/2015 08:35 AM EDT
OD FLEX 15 TEST	Application - #FCHBAFDYJ	Approved	04/30/2015 08:35 AM EDT
OFFICE DEPOT	Application - #FCHLX6CPA	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHKX6CN6	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCH5X6CTD	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHEX6AJY	Approved	06/16/2015 01:11 PM EDT
OFFICE DEPOT	Application - #FCHLLGJJ9	Approved	06/22/2015 03:22 PM EDT
OFFICE DEPOT	Application - #FCH4LG3FG	Approved	06/22/2015 03:30 PM EDT
OFFICE DEPOT	Application - #FCHNLGEH5	Approved	06/22/2015 03:35 PM EDT
Company	Application - #FCHGJLKY5	Approved	09/30/2015 12:43 AM EDT
Company	Application - #FCH5JLK4Y	Approved	09/30/2015 12:43 AM EDT
OD Land	Application - #FCHJJPMVV	Approved	10/07/2015 12:14 PM EDT
Tam co	Application - #FCHV3QQ4	Approved	10/13/2015 10:52 AM EDT
tam	Application - #FCHA3XB3M	Approved	10/14/2015 10:25 AM EDT
test	Application - #FCHT3QAME	Approved	10/16/2015 01:17 PM EDT
TEST	Application - #FCHG3PGXE	Approved	10/21/2015 04:54 PM EDT
TEST	Application - #FCHC3PGEC	Approved	10/21/2015 04:56 PM EDT
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test	Application - #FCH3EGYFQ	Approved	10/27/2015 03:58 PM EDT
TEST	Application - #FCHTE5VLY	Approved	10/29/2015 05:26 PM EDT
office depot	Application - #FCHK8PXFP	Approved	11/16/2015 11:48 AM EST
office depot	Application - #FCHM8PLKH	Approved	11/16/2015 11:50 AM EST
Office Depot	Application - #FCH36K85K	Approved	12/07/2015 03:24 PM EST
TEST	Application - #FCHG6KVJ5	Approved	12/07/2015 03:27 PM EST
office depot98712	Application - #FCHJ6KVAN	Approved	12/07/2015 03:39 PM EST
OD Land	Application - #FCHW6HJQ	Approved	12/08/2015 05:39 PM EST
OD Test	Application - #FCHNPTK54	Approved	01/20/2016 07:01 AM EST
OD Testing	Application - #FCHFPTBN4	Approved	01/20/2016 12:21 PM EST
OD Test Account	Application - #FCH3P9PDG	Approved	01/21/2016 02:55 PM EST
TM Inc.	Application - #FCHMBCAGE	Approved	01/23/2016 06:11 AM EST
OD Test Account	Application - #FCHJBEA3G	Approved	02/01/2016 01:53 PM EST
OD TEST ACCOUNT	Application - #FCHHBE33	Approved	02/01/2016 02:08 PM EST
OFFICE DEPPT	ACCOUNT - #4086867	Credit Increase Recommended	02/01/2016 04:01 PM EST
Office Depot	Application - #FCH5BVL9	Approved	02/02/2016 11:54 AM EST
Test	Application - #FCHA9KBLC	Approved	02/08/2016 10:38 AM EST
OD TESt	Application - #FCHA9GFBN	Approved	02/10/2016 01:46 AM EST
od test	Application - #FCHH9XDD6	Approved	02/10/2016 01:51 AM EST
OD 0212	Application - #FCHA9YYMY	Approved	02/12/2016 12:33 PM EST
OD 021216	Application - #FCHE9YYBD	Approved	02/12/2016 12:37 PM EST
OD test	Application - #FCHL93VBJ	Approved	02/16/2016 09:51 AM EST
OD 1-19	Application - #FCHE93984	Approved	02/16/2016 10:49 AM EST
OD 20-49	Application - #FCHD9396Y	Approved	02/16/2016 10:50 AM EST
OD 50-99	Application - #FCHF939TY	Approved	02/16/2016 10:50 AM EST
OD 100-149	Application - #FCHT939BW	Approved	02/16/2016 10:50 AM EST
OD 150-199	Application - #FCHK93FJH	Approved	02/16/2016 10:50 AM EST
OD 200-249	Application - #FCHN93FDV	Approved	02/16/2016 10:51 AM EST
OD 250-500	Application - #FCHJ93F3G	Approved	02/16/2016 10:51 AM EST
OD 500	Application - #FCHJ93FNE	Approved	02/16/2016 10:51 AM EST
MAB	Application - #FCWKDE93D	Approved	03/16/2016 02:59 PM EDT
TEST	Application - #FCWFNW9YW	Approved	03/28/2016 01:58 PM EDT
OD 500	Application - #FCWQKKB4X	Approved	04/22/2016 02:02 PM EDT
OD 500	Application - #FCWNKKBY5	Approved	04/22/2016 02:03 PM EDT
OD Redline Test	Application - #FCW6AFWQE	Approved	05/19/2016 11:34:00 AM EDT

OFFICE DEPORT	ACCOUNT - #608573	Credit Increase Recommended	07/18/2016 12:34 PM EDT
we	Application - #FCFQ6BXQF	Approved	09/09/2016 04:23 AM EDT
0468	ACCOUNT - #33147917	Credit Increase Recommended	01/19/2017 02:35 PM EST
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OFFICE DEPOT - Phoenix	Application - #FCNBNVE43D	Approved	04/04/2017 11:58 AM EDT
OFFICE DEPOT	Application - #FCNCKLAJKY	Approved	08/18/2017 05:54 PM EDT
STEVE HOOVER	ACCOUNT - #638744	Credit Review Required	09/05/2017 02:24 PM EDT
OFFICEDEPOT	ACCOUNT - #439407	Credit Increase Recommended	02/21/2018 12:56 PM EST
OD FOR FORMER ODN USERS	Application - #FCNLCKVWM	Approved	02/28/2018 05:43 PM EST
0406	ACCOUNT - #33052466	Credit Review Required	04/02/2018 02:41 PM EDT
SQ MULTI CC TEST ACCT	ACCOUNT - #25600094	Credit Review Required	04/02/2018 02:41 PM EDT
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OD TEST	Application - #FCNMBAXN	Approved	05/05/2018 10:39 AM EDT
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2145	ACCOUNT - #33121025	Credit Increase Recommended	06/11/2018 02:14 PM EDT
71	ACCOUNT - #32417724	Credit Increase Recommended	06/11/2018 02:14 PM EDT
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436	ACCOUNT - #33299954	Credit Increase Recommended	06/11/2018 02:14 PM EDT
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55	ACCOUNT - #32973624	Credit Increase Recommended	06/11/2018 02:14 PM EDT
665	ACCOUNT - #33280592	Credit Increase Recommended	06/11/2018 02:14 PM EDT
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3266	ACCOUNT - #33024072	Credit Increase Recommended	06/11/2018 02:14 PM EDT
331	ACCOUNT - #33087322	Credit Increase Recommended	06/11/2018 02:15 PM EDT
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depot	Application - #FCNCGB8CKY	Approved	07/17/2018 01:44 PM EDT
office depot	Application - #FCNBGFDYLN	Approved	07/19/2018 02:58 PM EDT
MARK STONEBRAKER	ACCOUNT - #528910	Credit Increase Recommended	08/08/2018 08:57 AM EDT
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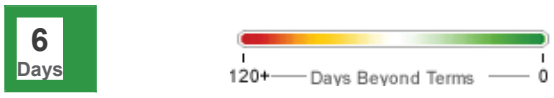
Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

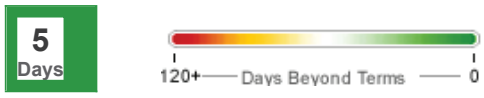
Days Beyond Terms - Past 3 & 12 Months

3 months from May 19 to Jul 19



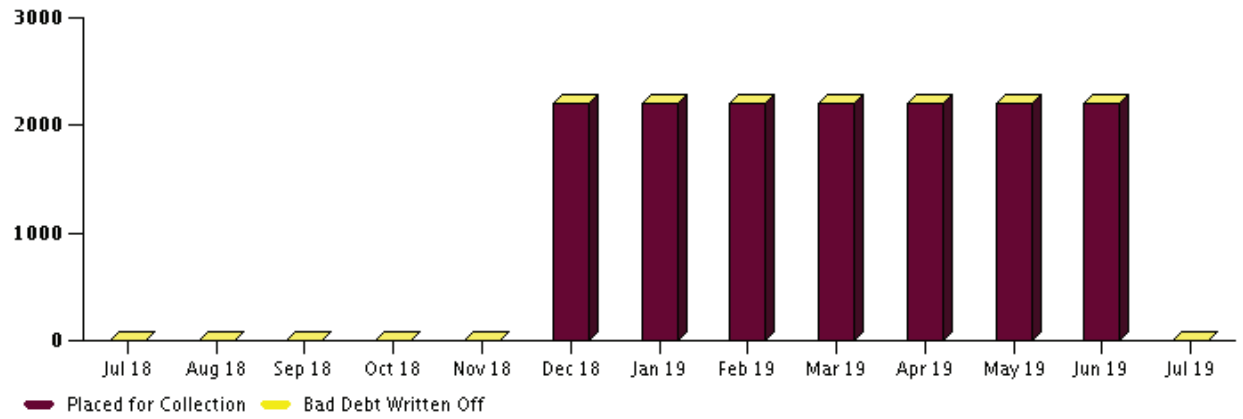
Dollar-weighted average of **7075** payment experiences reported from **128** companies

12 months from Aug 18 to Jul 19



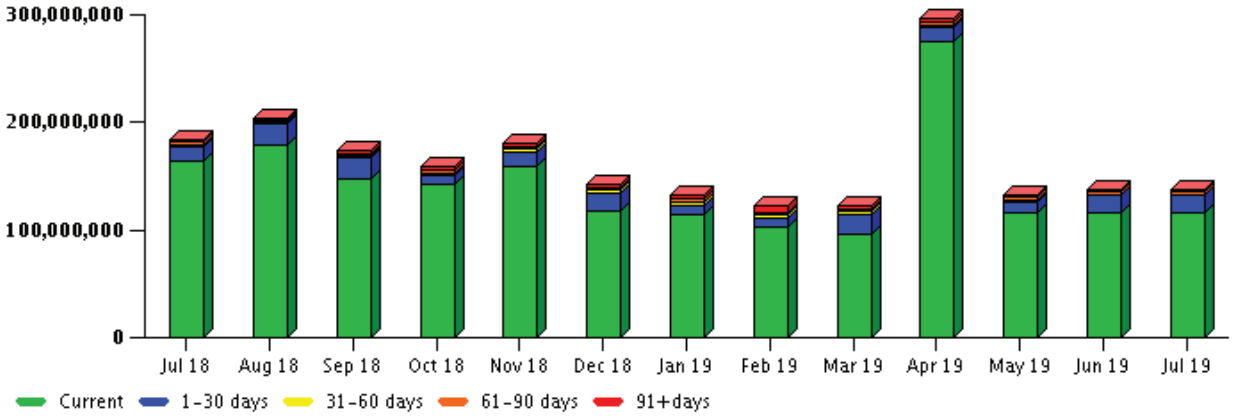
Dollar-weighted average of **9435** payment experiences reported from **187** companies

Derogatory Events Last 13 Months from Jul 18 to Jul 19



Status	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19
Placed for collection	-	-	-	-	-	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	-
Bad debt written off	-	-	-	-	-	-	-	-	-	-	-	-	-

Total Amount Current and Past Due - 13 month trend from Jul 18 to Jul 19



Status	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Ju
Total	184,485,806	204,485,318	173,768,985	158,352,639	181,244,241	142,506,087	132,604,104	122,075,092	122,011,202	296,211,114	132,233,794	137,(
Current	163,721,893	178,419,110	148,107,221	142,534,372	158,484,462	117,503,276	114,262,863	102,162,513	96,295,405	274,832,809	116,317,951	116,(
1-30 Days Past Due	14,232,473	20,144,597	19,343,999	8,534,902	14,639,739	16,808,273	7,830,457	9,662,490	17,502,054	12,991,956	10,468,260	15,
31-60 Days Past Due	1,607,574	1,189,584	1,474,016	2,034,486	2,837,348	2,849,526	4,418,827	2,657,250	3,347,395	2,981,960	976,122	
61-90 Days Past Due	2,593,518	2,253,714	2,343,567	2,296,795	2,080,210	2,437,315	2,982,004	2,330,674	2,243,921	2,408,190	2,443,890	2,
90+ Days Past Due	2,330,348	2,478,313	2,500,182	2,952,084	3,202,482	2,907,697	3,109,953	5,262,165	2,622,427	2,996,199	2,027,571	2,(

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If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

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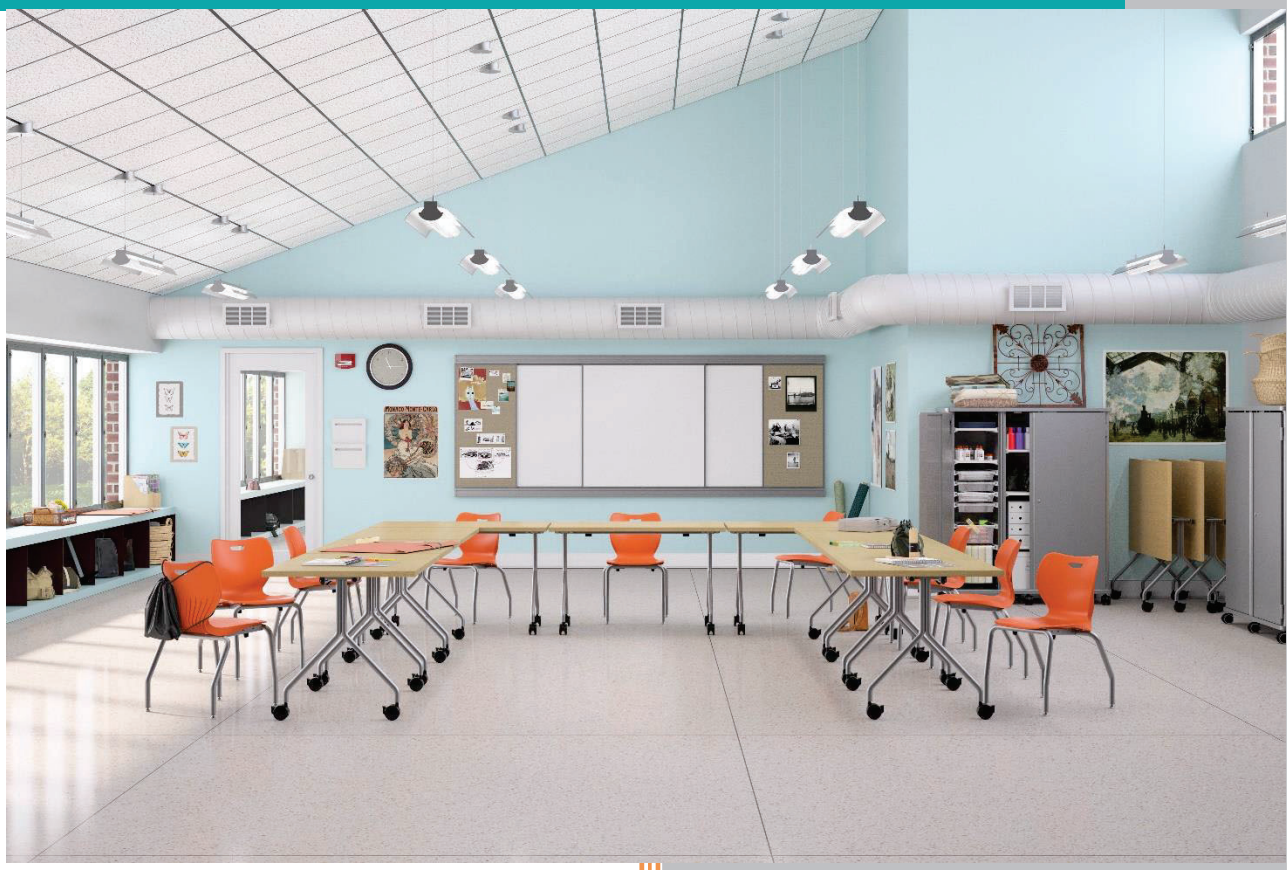
Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 4
QUALIFICATIONS AND EXPERIENCE

RFP 19-18
Furniture, Installation and Related Services
12-11-2019 2:00pm Central Time



COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

region 4
OMNIA PARTNERS

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EVALUATION PROCESS AND CRITERIA (QUALIFICATIONS AND EXPERIENCE)

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

a) Products/Pricing (40 Points)
b) Performance Capability (30 Points)
c) Qualification and Experience (20 Points)
d) Value Add (10 Points)

Office Depot acknowledges.

c) Qualifications and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent ecommerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remaining a leader in offering excellence in quality workplace products, services and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products, and technology solutions.

Today, Office Depot is a leading provider of business services as well as office products and technology. Office Depot is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including furniture, the latest technology, core office supplies, print and document services, business services, facilities products, and school essentials.
More specifically, Office Depot is a leading global provider of products, services, and solutions for every workplace – whether your workplace is an office, home, school, or car.

The Company has annual sales in 2018 of over $11 billion, employs 38,000 associates, and serves consumers and businesses in North America with more than 1,300 retail stores, award-winning ecommerce sites, and dedicated sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools they need to focus on their passion for starting, growing and running their organizations. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

Office Depot's Furniture Division, Workspace Interiors, has experienced significant growth in resources, and capabilities since combining Office Depot Furniture and OfficeMax Interiors' Division in 2013. Today, Office Depot has a unique position in the marketplace, as a true national distributor of furniture products, representing over 200 furniture lines, and over $400M annually in contract furniture (non-retail) sales. As a single-source furniture resource for Public Agencies, we provide a full-scope, turnkey options, including, transactional furniture programs, contract interiors furnishing and fixtures, design-build solutions, furniture project management, and delivery, installation and warehousing services.

For more information, visit news.officedepot.com and follow @officedepot on Facebook, Twitter and Instagram.

Corporate Headquarters:
6600 North Military Trail
Boca Raton, Florida 33496

ii. Describe Offeror's reputation in the marketplace.

One reflection of a company's reputation in the marketplace is its ability to retain customers over many contract terms and product categories. Office Depot has an enviable retention rate for our larger customers (Region 4 ESC and its Participating Agencies are among our largest) even in this highly competitive economic situation. Customers understand that the very lowest price sometimes comes at considerable expense in service and support. Office Depot provides the total package, equaling a highly competitive Total Cost of Ownership.

iii. Describe Offeror's reputation of products and services in the marketplace.

As a marketplace leader, Office Depot features a full-service Furniture division specializing in the supply, service, and management of contract business interior products and programs. Our comprehensive product offering, including furniture and art, can be blended and tailored to meet all functional and/or financial requirements. Seasoned, knowledgeable management and support staff provide a complete offering of services including: Interior Design, Project Management and Coordination, Moving, and all other services you would expect from a full service Business Furniture and Services Dealer.

Office Depot works closely with our clients to determine their exact needs and preferences. This information is developed and communicated to our manufacturers, offering products manufactured to specification. Sales professionals, project managers, and designers are all trained on our varied complement of vendors offering product manufactured to spec. We employ a wide variety of methods to communicate and confirm the details associated with development of customized solutions, including written specification, 2D, and 3D drawings. Rendering and virtual walkthrough programs are sometimes utilized to demonstrate complex details and concepts. Customized furniture and furniture programs are part of the foundation that drives Office Depot's furniture business. We welcome all inquiries and treat every request with a high level of importance.

Office Depot leverages annual sales (overall $11 billion in 2018) with 20 strategic partners and specialized product vendors to provide best pricing and practices to supply standard and custom furniture solutions. With 25 National Distribution Centers, Office Depot can provide instant solutions for immediate needs. Products are available via our globally recognized website or through a standardized special order service, offering an infinite number of product solutions. Our products and services are backed by the strength of Office Depot, a Fortune 250 Company. We have a renewed emphasis on services, researching, and rolling out new classroom furniture options for creating Collaborative Learning Environments, modern instructionally driven learning environments, services detailed in our RFP response (see Tab 2, *Products and Pricing*).

As a value-added supplier, Office Depot has earned the reputation of being highly reliable, enabling customers to plan on receiving the orders as promised and packaged properly to ensure safe delivery and storage. Our services, including our Sales Representatives' fanatical approach to providing proactive consulting support to their customers, has earned us the reputation as the most capable supplier in our industry, helping our customers achieve their goals. Our comprehensive industry-leading usage reporting package, providing nearly real-time budget management capability to each customer, is unequaled in our industry.

iv. Describe the experience and qualification of key employees.

Office Depot has assembled an experienced and qualified team of professionals to support the Region 4 ESC contract.

PROGRAM SALES TEAM

Brian Abromovage
- Sr. Director – Healthcare, Buying Groups, Cooperatives
- 11+ Years w/ Office Depot
- Kings College - Marketing
- (570) 613-0461 I brian.abromovage@officedepot.com
- Responsible for Healthcare GPO's, Buying Groups Private/Public, Federal Government/Military Stores, and International Business

Valya Broyer
- Director – Strategic Partnerships
- 30+ Years w/ Office Depot
- (303) 704-8107 I valya.broyer@officedepot.com
- Cultivates and manages the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio public & private. Manages team of K-12 experts to grow in segment.

TAB 4 QUALIFICATIONS AND EXPERIENCE

Billy Grimmett
- Program Manager, Public Sector Education, and Government
- 21+ Years w/ Office Depot
- BS – East Carolina University
- 704) 236-4409 I billy.grimmett@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners with a focus on the City of Tamarac and Region 4 contracts.

Jennifer Jimenez
- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 I Jennifer.jimenez@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the Region 4 ESC & Oregon State University contracts. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Frank Zarrillo
- K-12 Instructional Lead Consultant
- 15+ Years industry experience
- BA – Rowan University
- United States Marine Core – 3 years' service
- (908) 894-0556 I frank.zarrillo@officedepot.com
- Drives initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

Lori Gildersleeve
- K-12 Instructional Lead Consultant
- 19+ Years industry experience
- Masters in Educational Leadership – Northern Arizona University
- (616) 312-9132 I laura.gildersleeve@officedepot.com
- Drives initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

Bryan Bown
- K-12 Instructional Lead Consultant
- 19+ Years industry experience
- BA – Marietta College
- (724) 420-2994 I bryan.bown@officedepot.com
- Drives initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

Sales Support

Diane Turley

- Global Service Consultant
- 15+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 I diane.turley@officedepot.com
- Responsible for supporting the OMNIA partner contracts and clients.

WORKSPACE INTERIORS LEADERSHIP TEAM

Dave Gabriel
- Senior Director of Furniture Operations
- 15 Years with Office Depot
- (630) 652-8125 I david.gabriel@workspaceinteriorsod.com
- Responsible for our Furniture Sales Support Organization. Support activities include Design, Fulfillment and Installation throughout the US.

Brad Warren
- Director, Workspace Interiors, Southwest Region
- 19+ Years with Office Depot
- BS – Southern Oregon University
- (541) 227-1609 | bradley.warren@workspaceinteriorsod.com
- Manages Workspace Interiors business in 8 Southwestern states. The 20 Furniture Business Development Managers reporting to Brad will manage and develop Region 4 and OMNIA partner interiors projects from concept to completion.

Mark Moehlenkamp
- Director, Workspace Interiors Southeast Region
- 10 Years with Office Depot
- (410) 776-5074 | mark.moehlenkamp@workspaceinteriosod.com
- Responsible for all sales engagement activities within the Southeast Region across both public and private sector clients.

Steven Smith
- Director, Workspace Interiors Southeast Region
- 6 Years with Office Depot
- (610) 306-9840 | steven.smith@workspaceinteriorsod.com
- As the Director of Furniture & Interiors, I am responsible for the overall furniture direction of Workspace Interiors in the Northeast and Ohio Valley.

Erica McFadyen
- Director, Workspace Interiors West Region
- 11 Years with Office Depot
- (206) 304-7238 | Erica.mcfadyen@workspaceinteriorsod.com
- During my 11 years in leadership with Workspace Interiors, I have developed and built our Strategic plan to provide custom interior solutions across our customer base nationwide. Our footprint is scale-able to meet the needs of customers big and small. Our in-market presence and expertise make us your local solution, providing flawless execution for any project size. As the Region Director it is ultimately my job to make

sure our associates have the expertise and resource to not only meet their commitments but to truly delight our customers.

Marketing

Sharon Bobowski

- Senior Manager - Marketing
- 8+ Years w/ Office Depot
- MBA – Lynn University (Marketing & Finance)
- (561) 438-4421 I sharon.bobowski@officedepot.com
- Manages team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our OMNIA partner contract relationships

Charles Kasprzak

- Senior Marketing Analyst
- 14+ Years w/ Office Depot
- BBA – Florida Atlantic University
- (561) 438-2906 I charles.kasprzak@officedepot.com
- Support Marketing strategies and annual operating plans by working with GPO/Co-Op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engages with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for "Federation" members – recent office supply company acquisitions by Office Depot.

Carla Fulmore

- Senior Marketing Analyst
- 12+ Years w/ Office Depot
- MBA – Florida International University
- (561) 438-4904 I carla.fulmore@officedepot.com
- Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and season BTS events.

Financial Reporting

Richard Calhoun

- Sr. Manager, Customer Rebates
- 8 Years w/ Office Depot
- BS in Accounting, Northeastern University
- (561) 395-4001 I Richard.Calhoun@officedepot.com
- Rich manages the Customer Rebate Team for the Business Solutions Division. He works closely with the Sales Team to develop pricing and rebate structures best suited to the customer's served under the Region 4 Program and with his team, Sales, Accounting and Finance to assure that all rebate calculations and reporting are accurate and that payments are made on a timely basis.

Executive Support

Stephen Mohan

- Executive Vice President; BSD
- Nearly one Year w/ Office Depot
- BA – Bridgewater State University
- (561) 438-4800 I stephen.mohan@officedepot.com
- Develop strategies and tactics to support BSD sales teams and create value for our Public-Sector customers. Works cross-functionally to make sure all departments within Office Depot BSD are aligned and supporting the partnership goals and objectives.

Claudia Hughes

- Sr. Vice President, BSD
- 25+ Years w/ Office Depot
- (561) 438-4800 I Claudia.hughes@officedepot.com
- Claudia Hughes was named Senior Vice President, Emerging Partnerships in June 2017. She is responsible for Office Depot's growth strategy in North America for the mid-market customer segment which includes acquisition and retention. Before taking on this current role, Claudia served as Vice President, Regional Field Sales in the Northeast since 2014. Claudia started in the industry in 1994 as a sales representative for Boise Cascade and held various roles in sales, sales management, and sales leadership positions including Vice President of New Business Development and East Region Vice President of Sales at OfficeMax.

v. Describe Offeror's experience working with the government sector.

Office Depot is positioned to strategically source and deliver office supplies and services to federal, state, and local governments by meeting the potential opportunities of the unique requirements of government agencies. We strive to maximize the potential savings and achieve the optimal performance meeting agreement terms of service, delivery, technology, and continuous improvement of our customers' programs. Office Depot is a partner that has a demonstrated ability to perform while achieving customer initiatives in the following areas.

- Core list that includes an assortment of Javits-Wagner-O'Day (JWOD/AbilityOne) items, as an approved supplier.
- Tier I and Tier II partner engagement through our industry-leading, multi-dimensional approach.
- MWDVE/HUB product inclusion through catalog diverse supply vendors and mentor program.
- GREEN, environmentally friendly product assortment to meet sustainability/eco-label spend tiers.
- Performance-driven delivery service and retail stores in all 50 states including Hawaii and Puerto Rico.
- Delivery service direct to U.S. Government Agencies in 35 other countries.
- Proven ability to meet the highly varied ordering and paperwork requirements of different agencies.
- Customer Care Desks/support teams committed to providing exceptional customer care.
- Security features and measures to operate a secure and safe delivery system.
- Areas of services and support to reduce costs, as a total cost of ownership leader.
- Powerful, tracking reports detailing customer purchasing history for all channels and visibility to spend, specific to the overall program.

Local Government

Office Depot has decades of experience in providing the best pricing and efficiency to local government. We have the resources with a wide variety of commonly purchased items, and expertise in specialty products, technology, environmental preferable products, bulk-purchased items such as paper, and recycled-content items. With many categories of product and services sourced by local government, complexity of centralized or decentralized procurement, Office Depot's strategic alliance provides greater efficiencies while delivering integrated solutions as a sole-source supplier. In addition, we commit that everything in the procurement program happens the way it should from order to order, including engaging MWVDE participation. From government buy-programs, cooperatives, and other purchase initiative programs, Office Depot is a critical business partner delivering the best overall value. Our organization's expertise in the local government market brings together program compliance with revenue-generating campaigns, and reduction in maverick spend.

K-12 Education

As an industry leader, Office Depot is in a unique position to optimize your "dollar" through the vast scope of our business capabilities. We have decades of experience with K-12 customers through our vast selection of supplies as well as value-added programs for administrators and teachers. We offer everything from furniture including classroom and learning footprints, school and office products, to technology and printing, as well as facility resources and breakroom supplies uniquely designed to lower the cost of procurement for education. A brief overview of our K-12 competencies are presented in the above image.

Higher Education

Our expertise in the higher education market allows us to share a rich supply of proprietary information we developed over the years on hundreds of colleges and universities. This state-of-the-art insight will give you an insider's view into the benchmarking and behavior of other colleges your size – and we can use this benchmark data together to monitor spend in certain categories, your customer service levels as compared to others in your industry, your item usage, your interaction history and your return on sales. Office Depot has a success story for all types of higher education institutions. In a recent year, we have had 800+ Private and Public Higher Education accounts and 4,221 Higher Education accounts total.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.

Office Depot has never declared bankruptcy. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. By combining both companies, Office Depot, is a stronger, more efficient global provider of products, services and solutions, fully committed to setting a new standard for serving the workplace and home needs of today and tomorrow through innovation and exceptional customer experience.

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Office Depot has provided the requested customer references under Tab 4 a. *Qualifications and Experience* as instructed.

viii. Provide any additional information relevant to this section.

At Office Depot, we believe in high-quality business frameworks. This means improving efficiency to reallocate resources towards procurement solutions, growth, and sustainability. We understand the importance of being great stewards of public funding, and we offer an array of services and solutions to help public agencies manage costs and operate more efficiently. Our commitment to serving Public Sector Agencies is evident in our deployment to service and experience serving those that have entrusted us to provide innovative solutions and world-class contract compliance.

We understand that today's procurement officers are not only being challenged to do more with less; they are also making shifts in procurement methodologies, demands from the constituencies they serve, and a changing workforce. Office Depot has been successfully partnering with the agencies we serve to bring them the products and services they need to support these shifts.

The cooperative contracting platform continues to gain momentum and acceptance in the marketplace amongst the most respected public procurement professionals, while allowing us to adapt to the changes and needs of our valued public agency customers. We continue to refine our contract offering to meet the demands in the marketplace with industry leading contract compliance while offering the right products through related contracts.

We are proud to be an incumbent contract holder of several Region 4/OMNIA Partner current contracts. We do not take this privilege lightly – as we compete for this award once again, our entire sales organization is actively engaged in promoting existing agreements. Our team is committed to providing a comprehensive collection of solutions to the Region 4 ESC and OMNIA Partners contracting label. This market approach supports the desire of many public procurement officials to reduce vendor count while giving them the benefits of the solutions that we currently offer and are proposing in this solicitation.

COMMITTED TO SERVICE REGION 4 ESC/OMNIA Partners

Multiple Region 4 ESC Contracts – One Account Number:

As we work to serve the needs of our public agencies and provide them with competitively solicited and awarded cooperative contracts, Office Depot has elected to monitor and respond to cooperative contract solicitations lead by Region 4 ESC to provide a unique customer contracting solution. To date, our team has responded to and has been awarded several contracts with Region 4 ESC. This unique strategy aligned with the vast and growing number of product categories, solutions, and services we provide allow us to provide our customers with all contracts utilizing a single account number. This supports several initiatives our public agencies have today; vendor consolidation, simplified buying and billing experience and peace of mind that the category has been competitively solicited and awarded, thus meeting the procurement standards as set forth by the various agencies we serve. We like to refer to this solution as win-win.

Office Depot's continues to listen to the needs of our public sector customers, and it is our intent to continue to respond to solicitations that can provide further value while streamlining the procurement process for the agencies we are privileged to serve.

Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 4
QUALIFICATIONS AND EXPERIENCE
a. REFERENCES

RFP 19-18
Furniture, Installation and Related Services
12-11-2019 2:00pm Central Time

COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

region 4

OMNIA PARTNERS

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QUALIFICATIONS AND EXPERIENCE (REFERENCES)

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

REFERENCE 1:
Entity name: IDEA Public Schools
Contact name: Elliott Nguyen
Title: VP of Region and School Launch
Contact phone: (512) 701-2077
Email: Viet.Nguyen@ideapublicschools.org
City & State: Austin, TX
Years serviced: 10 Years
Description of services: Office Supplies, Print, Furniture and Technology
Annual volume: $5,000,000.00
Segment: K-12

REFERENCE 2:
Entity Name: Little Rock School District
Contact name: Darral Paradis
Title: Director, Procurement and Materials Management
Contact Phone: (501) 447-2262
Email: darral.paradis@lrsd.org
City & State: Little Rock, Arkansas
Years serviced: 2 years
Description of services: Office Supplies and Furniture
Annual Volume: $3,000,000.00
Segment: K-12

REFERENCE 3:
Entity name: Town of Prosper
Contact name: January Cook
Title: Purchasing Manager
Contact phone: (972) 569-1018
Email: January_Cook@prospertx.gov
City & State: Prosper, Texas
Years serviced: 3 years
Description of services: Interiors Services
Annual volume: $100,000.00
Segment: Municipality

REFERENCE 4:
Entity name: Little Elm ISD
Contact name: Rod Reeves
Title: Executive Director for Operational Services
Contact phone: (972) 947-9340
Email: rreeves@littleelmisd.net
City & State: Little Elm, TX
Years serviced: 6+ years
Description of services: Interiors and Installation Services
Annual volume: $300,000.00
Segment: K-12

REFERENCE 5:
Entity name: Plano ISD
Contact name: Etedal Espino
Title: Buyer
Contact phone: (469) 752-0284
Email: etedal.espino@pisd.edu
City & State: Plano, TX
Years serviced: 7+ years
Description of services: Interiors and Installation Services
Annual Volume: $2,000,000.00
Segment: K-12

REFERENCE 6:
Entity name: Prosper ISD
Contact name: Pat Spaeth
Title: Project Manager
Contact phone: (469) 219-2053
Email: paspaeth@prosper-isd.net
City & State: Prosper, TX
Description of services: Office Supplies and Interiors Services
Annual Volume: $500,000.00
Segment: K-12

REFERENCE 7:
Entity name: Regional School District #10
Contact name: Dave Fortin
Title: Director of Operations
Contact phone: (860) 677-3304
Email: fortind@region10ct.org
City & State: Burlington, CT
Years serviced: 3
Description of services: Office Supplies and Interiors Services
Annual volume: $250,000.00 Segment: K-12

REFERENCE 8:
Entity name: Wilton Public Schools
Contact name: Jose Figueroa
Title: Director of Facilities
Contact phone: (203) 762-0381
Email: figueroaj@wiltonps.org
City & State: Wilton, CT
Years serviced: 3
Description of services: Office Supplies & Interiors Services
Annual volume: $400,000.00
Segment: K-12

REFERENCE 9:
Entity name: Oakland Housing Authority
Contact name: Tim Leistico
Title: Construction Project Manager
Contact phone: (510) 535-3179
Email: tleistico@oakha.org
City & State: Oakland, CA
Years serviced: 10
Description of services: Interiors Services
Annual volume: $947,000.00

REFERENCE 10:
Entity name: Gateway Community Charter Schools
Contact name: Coleen Machiel Castro
Title: Assistance to the Principal, SAVA High School
Contact phone: (916) 428-3200
Email: Coleen.Castro@gcccharters.org
City & State: Elk Grove, CA
Years serviced: 10
Description of Services: Interiors Services
Annual volume: $500,000.00
Segment: K-12

TAB 4 a. REFERENCES

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Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 5
VALUE ADD

RFP 19-18

Furniture, Installation and Related Services

12-11-2019 2:00pm Central Time

COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

region 4

OMNIA PARTNERS

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EVALUATION PROCESS AND CRITERIA (VALUE ADD)

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

a) Products/Pricing (40 Points)
b) Performance Capability (30 Points)
c) Qualification and Experience (20 Points)
d) Value Add (10 Points)

Office Depot acknowledges.

d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

The following pages include the comprehensive solutions that Office Depot can provide to public sector agencies. We are truly a "one-stop shop" and can provide a significant variety of product, services, and solutions to our customers. We believe this detail demonstrates how Office Depot continually invests in new products, services and solutions to meet the ever-changing needs of the workplace. Adapting to the needs of our customers has been our legacy and will be our future.

Comprehensive Public Procurement Solutions
A Look into the Office Depot Value Added Services

At Office Depot, we believe in high-quality business frameworks. This means improving efficiency to reallocate resources towards procurement solutions, growth, and sustainability. We understand the importance of being great stewards of public funding, and we offer an array of services and solutions to help public agencies manage costs and operate more efficiently. Our commitment to serving Public Sector Agencies is evident in our deployment to service and serve those that have entrusted us to provide innovative solutions and world-class contract compliance.

We understand that today's procurement officers are not only being challenged to do more with less; they are also making shifts in procurement methodologies, demands from the constituencies they serve, and a changing workforce. Office Depot has been partnering with the agencies we serve to bring them the products and services they need to support these shifts.

The cooperative contracting platform continues to gain momentum and acceptance in the marketplace amongst the most respected public procurement professionals while allowing us to adapt to the changes and needs of our valued public agency customers. We continue to refine our contract offering to meet the demands in the marketplace with industry leading contract compliance while offering the right products through related contracts.

We are proud to be an incumbent contract holder of the current Furniture and Installation contracts (R142212). We do not take this privilege lightly – as we compete for this award once again, our entire sales organization is actively engaged in promoting the entire suite of Region 4 ESC contract awards. Our team is committed to providing a comprehensive market basket

of cost-saving solutions under the Region 4 ESC and OMNIA Partners contracting label. This market basket approach supports the desire of many public procurement officials to reduce vendor count while giving them the benefits of the solutions that we currently offer and are proposing in this solicitation.

Six Contracts – One Account Number

As we work to serve the needs of our public agencies and provide them with competitively solicited and awarded cooperative contracts, Office Depot has elected to monitor and respond to cooperative contract solicitations lead by Region 4 ESC to provide a unique customer contracting solution. To date, our team has responded to and has been awarded six (6) contracts with Region 4 ESC. This unique strategy aligned with the vast and growing number of product categories, solutions and services we provide allow us to provide our customers with all six (6) contracts utilizing a single account number. This supports several initiatives our public agencies have today; vendor consolidation, simplified buying and billing experience and peace of mind that the category has been competitively solicited and awarded, thus meeting the procurement standards as set forth by the various agencies we serve. We like to refer to this solution as Six in One.

Office Depot's current Region 4 ESC Contract portfolio has been carefully developed as we responded to and were awarded the six contracts we are able to offer our public sector customer base today. As we continue to listen to the needs of our public sector customers, it is our intent to continue to respond to solicitations that can provide further value while streamlining the procurement process for the agencies we are privileged to serve.

Only at Office Depot

Office Depot's unique offerings bring unusual value to Participating Agencies in areas that may be highly important to those Agencies, providing them opportunities not available from other suppliers. These include:

- ★ Certificates for trees planted or carbon offsets purchased by the Agencies, which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Agency. The Arbor Day Foundation TreeUp program is described in our sustainability program; see Tab 3 – *Performance Capability* of this proposal.

- ★ In-Store self-printing capability using Participating Agencies' Credit Cards enables quick printing of small jobs in the Office Depot/OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.

- ★ A new group in Office Depot specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less that complete satisfaction.

- ★ All Office Depot/OfficeMax Retail Stores offer all customers the opportunity to donate a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program

Other key differentiators include:

- Largest portfolio of products and services in the industry with value-adds:

- Janitorial & Breakroom Supplies
- Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
- Print-on-Demand
- Virtual File Cabinet
- Brand Identity
- Managed Print Services
- Promotional Products
- National copy and print program for in-store use
- Furniture & Interiors
- Over 275,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middle men that add cost to the sell price.
- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Customer Centric Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Care team with a One-Call-Resolution process
- 25 U.S. Distribution Centers and a network of delivery points to provide local reliable next business day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business B2B Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agency locations, from the main offices to the smallest location, a level of service that exceeds the Agencies' expectations.

Solutions and Programs

In addition to our Tab 2 – *Products and Pricing Overview* for Furniture, Installation & Related Services, Office Depot has core pillar solutions that are organizational strengths and curated specifically for public sector. With the addition of CompuCom, we also offer a greater technology offering and modern solutions for safety and security through Information Technology.

CompuCom

Technology through CompuCom

Knowing public agencies are looking towards technology to adopt smarter ways of working, learning, securing, and collaborating, we are proud to be adapting to these shifts and incorporating these new solutions into our long-standing foundation.

As of November 2017, our organization family grew by more than 9,000 IT Professionals with the acquisition of CompuCom, U.S.-based tech company founded in 1987. Together, we can deliver a new kind of integrated solutions offering. For our Participating Agencies, this means a deeper offering in technology, digital buildings, modern infrastructures, tech services, safety, and security. CompuCom is committed to elevating the technology experience through dynamic, proactive, and seamless support that energizes our customers' operations, learning, and personal lives, aligning to our deep-rooted belief system.

We are not alone in our beliefs in high-quality teaching, learning, and business frameworks. Our actions bring these beliefs to life every day. Together with our partners, we are listening, learning & enabling success for the agencies we serve.

Print Optimization

Copy & Print Services

Besides the specific curriculum solution mentioned in Tab 2, *Products and Pricing,* Office Depot also provides comprehensive print and promotional product solutions to meet all your agency's needs. For more than 30 years, our customers have utilized our Copy and Print Depot to save an average of 25% to 40% on their print spend while also streamlining their procurement process.

Our solutions include:

- Digital print services
- Promotional products
- Signs and banners
- School spirit backpack programs
- School-specific stationery items
- Stamps and daters
- Direct mail services for mass mailing
- Consultative services

Office Depot specializes in helping Curriculum Departments manage the ordering, production, and distribution of instructional materials. We provide classroom consumables, testing materials, and professional development materials. We enable school districts to order exact quantities needed at an aggressive price point and deliver to point of need (whether that be a central warehouse or to the school level, packaged by grade level). We have helped many school districts free up thousands of dollars and hundreds of hours of teacher's time. The services we provide for our traditional educators transcend to our public agencies in the areas of training, employee manuals, human resource materials, community outreach materials and more.

Our state-of-the art production equipement allows us to take on your curriculum & testing needs and deliver on time and when you need it. Our largest facility in Grand Prairie, TX, worked with a school district to help them prepare for the 2018-19 School year; that project netted more than 87,000 workbooks. Our project managers worked along-side the curriculum department to ensure the right materials were printed, packed and labeled for delivery to the district. Imagine the possibilities, then think differently when it comes to producing your next print project.

Our Web-based Online Print Center is an innovative print ordering service that helps public agencies meet their everyday printing needs, as well as time sensitive or confidential print orders. With our integrated, multi-channel Online Print Center program, print orders can be picked up at any of the 1,300+ Office Depot or OfficeMax retail locations or customers can opt to save time and mailing

costs by having their order shipped to their preferred destination. Region 4 ESC contract users can place orders online 24/7 from any computer with and web connection.

MyFiles Digital Archiving

Agencies can conveniently reorder documents by storing preconfigured files in their own secure File Cabinet, an online digital document archiving service provided at no cost to Region 4 ESC customers. Benefits of this Digital Archiving service include:

- Allows employees to spend more time focusing on their core competencies and less time preparing materials
- Order only the quantity needed thus saving budget dollars
- Decentralize the print procurement process
- Allow specific departments to control the content of printed materials directly from the desktop
- Enhance version control

We understand this, so one of the main goals of our solution is to provide a more streamlined procurement process. Performing core job competencies is the goal and our print programs not only give more time back to your employees it also stretches their budget dollars, so they have the all the necessary materials to complete their assigned tasks. We accomplish this by offering a completely integrated print/promo solution located directly on our Office Depot business website. Our solutions can help you:

- Repurpose staff – Office Depot can suggest ways in which agencies can retain key personnel and, in some cases, subsidize payroll dollars through supplemental revenue streams.
- Rationalize copier fleets – Office Depot can share our expertise and understanding of machine utilization down to the school level. Our Total Cost of Ownership analysis will help you determine what equipment is necessary. Enabling you to make informed buying decisions.
- Increase productivity – Office Depot can modernize the fulfillment of printed materials utilizing state of the art technology. Our hands-on approach to taking an active role in training individual agencies and departments results in increased compliance.
- Reduce waste & obsolescence – Statistics show that waste and obsolescence factor run high in the Education Market as well as other public agencies. Often reaching the 18-20% realm. Blending your current strategy and our customized programs together we can work to minimize the financial impact well into the single digits.
- Complement existing state – Office Depot can introduce additional products and services that enhance your current offering.

At Office Depot, we don't teach, prepare lesson plans, build roads, remove snow, or train our first responders. But we can help you do what you do best by taking printing and copying chores off your hands.

Managed Print Services

In today's challenging economy, organizations are continually looking for ways to reduce expenses and improve productivity. For many organizations, the printing environment represents an untapped opportunity to save money. Nevertheless, the total cost of managing and printing documents along with the pathway to driving improvements remains a challenge.

Office Depot understands the issues and opportunities associated with typical printing environments and highlights the value-added services available from Office Depot that can help organizations take the logical steps to meaningful savings and improvements in productivity.

In organizations that have successfully implemented Managed Print Services, the breakdown of service requests begins to reveal what it takes to support an office printing environment.

By utilizing the Office Depot Managed Print Services Program, organizations can:

1) control and manage toner spend
2) optimize the printing environment
3) enhance printing and document services

This three-step approach, combined with 30 years of account implementation experience, enables Office Depot to address today's printing-related challenges with comprehensive solutions, and dedicated support.

Controlling and managing toner spend represents a natural starting point. Getting this right, addresses a large portion of the total print spend. For example, Office Depot ships approximately 1.7 million toner cartridges to Region 4 ESC Participating Agencies per year, at a cost of $100 million. Each order for a toner cartridge requires an employee to make a phone call or go online to submit the order using up valuable man-hours.

A new value-added service from Office Depot, the Auto Toner Replenishment service, automates the ordering process for Region 4 ESC Participating Agencies who purchase toner.

Auto Toner Replenishment is a free service that enables Office Depot to ship toner just-in-time, based on requests received directly from the printers on the organization's network.

Benefits of Auto Toner Replenishment include:

- No need for employees to place toner orders – giving valuable time back to the organization

- Reduction in onsite toner inventory
- Next-business-day delivery, using Office Depot's world-class logistics and distribution network
- Improved printer up-time and efficiency – printers will always have the toner they need when they need it
- Most network printers are supported by a large assortment of national brands and Office Depot® brand products – more than 3,000 ink & toner choices in stock
- Reduction of old supply waste by utilizing the Office Depot recycling program for supplies and equipment.

- Comprehensive reporting and insight providing data to further optimize the organization's printing environment

After Auto Toner Replenishment has been running for 30 days, your organization will receive the initial Office Depot Print Assessment, which includes the following:

- Usage and performance data for the entire printer/MFP fleet
- Total cost of ownership (TCO)
- Recommendations for optimization and further cost savings

The Office Depot Print Assessment provides facts on key areas to optimize the print environment, including:

- Saving more on toner spend: Using high-yield toner cartridges and establishing the right balance between Original Equipment Manufacturer (OEM) toner and Office Depot® Brand remanufactured toner could save 15-20% on current toner spend.
- Freeing IT from printer-related issues: With an Office Depot Managed Print Services contract, break-fix services can be outsourced, which will enable IT to focus on higher-value projects. Office Depot provides a 4-hour response and typically restores printers to operating order within one day.
- Optimizing equipment: Printer purchases have historically been decentralized, enabling the total number of devices to grow unchecked. Larger multifunction devices often have advanced capabilities that are largely unused. The data from an Office Depot Print Assessment coupled with insights on employee workflow will help create the roadmap for ongoing cost savings and productivity gains. Equipment optimization can include: rebalancing print volume to more

productive equipment, replacing aging printers and multifunction devices, or remapping the entire print environment to drive significant cost savings.

As an unbiased and vendor-neutral advisor, Office Depot is in a unique position to help optimize organizations print environment. Backed by dedicated Account Managers who understand the challenges associated with the printing environment and strategic partnerships with Hewlett Packard, Lexmark, Xerox and others, Office Depot can provide the most comprehensive solutions the industry has to offer.

Office Depot can enhance Printing and Document Services

In an effort to reduce expenses and increase productivity, Office Depot can enhance your printing and document services. With dedicated national Public Sector print consultants, school districts can be assured that Office Depot understands institution-specific needs.

Office Depot can assist organizations leverage today's technologies along with their existing Region 4 ESC contract pricing to save up to an additional 40% on their true cost of print procurement. This assists Public Sector customers in the following ways:

- Save up to 40% over your internal print costs on larger run print jobs
- Decrease the need for large production-style technology. As Xerox's second largest customer in the U.S., Office Depot has already invested in today's latest and greatest technology so customers don't need to
- Move to a just-in-time print procurement model to save dollars and reduce waste
- Increase the ability to track and control print spends
- Consolidate print spends and increase rebates via a complete suite of custom printing offerings, including print on demand, Virtual File Cabinet, stationery items, custom stamps, promotional products and more

The Copy & Print Depot™ team provides a free Total Cost of Ownership analysis to give organizations a comprehensive view of the true cost of their printed materials. Participating Agencies can use this analysis to get a better understanding of how to utilize the Copy & Print Depot™ print services and leverage copier fleet expenditures, create internal revenue streams and more.

- Financial impact study: Most organizations are not aware of their true cost to produce a copy. Office Depot will show the effects of a copy and print program on rebate dollars and bottom line.
- Comprehensive implementation: A detailed list will identify all tasks required to enable a successful launch and smooth transition.
- Flexible configuration: Office Depot will accommodate specific agency needs, whether we come on-site, align near-site or a blend of both.

At Office Depot™, highly-trained Xerox®-Certified Print Specialists will create powerful tools to help organizations communicate their messages clearly and effectively. With 1,300+ retail locations, 4 commercial printing facilities, 6 closed-door printing facilities, and online printing capabilities, Office Depot provides all the resources and convenience organizations need.

Products and services include:

- Black & White and color copies
- Free document archiving
- Flyers, newsletters & brochures
- NCR Forms & labels
- Banners and Posters

Copy & Print Depot also provides a complete list of finishing services, including:

- Binding
- Collating
- Cutting
- Stapling
- Laminating
- Mounting
- Folding
- Hole-punching

With today's decreased budgets, organizations are looking for strategies to maintain their print shops and personnel. The Copy & Print Depot™ team specializes in introducing products and services that can enhance print shop capabilities. They pay for the high-cost technology, software, and labor.

And, organizations gain access to state-of-the-art solutions from simple black & white copies to oversized signs and banners. These include:

- Enhanced product line up – organizations can take advantage of new and exciting products and services without the capital investment.
- Creation of revenue streams to support print shop personnel
- Ability to outsource short-run labor-intensive jobs that require added assistance
- Free distribution throughout your organization
- A ready partner for the organization's peak seasons: Office Depot has the capacity to provide a host of comprehensive services when it is needed most.

TAB 5 VALUE ADD

The combined power of Managed Print Services and Copy & Print Depot™ allows Office Depot to enhance the printing environment with a Total Document Solution. Office Depot is one of the only companies focused on making the print procurement process less expensive and more efficient while consulting with organizations on how to decrease their capital investments on copy and print hardware.

Environmental Strategy Summary

Office Depot's global environmental strategy can be summarized in a simple statement: We strive to Buy Greener, Be Greener, and Sell Greener. Our GreenerOffice Program provides solutions to help our customers pursue these goals.

With no universal definition for 'green' office products, we have gone to great lengths to create one. Office Depot has not only measurably improved our own environmental performance but also enabled our suppliers and customers to do the same. We aim to understand our customers' environmental needs through meetings, surveys, focus groups, and seminars, and leverage these insights to create greener products and programs to serve our customers' needs.

We market products with meaningful eco-attributes and eco-labels in multiple ways, including through our industry-first *GreenBook*, an exclusive catalog filled with our greenest products; our GreenerOffice website, a website with all our greener choices in one place; onsite and online webinars; and onsite vendor shows. Most of our environmental metrics are independently reviewed by PricewaterhouseCoopers—and have been since 2007, adding further credibility to our environmental claims. We work to:

- Reduce our waste footprint.
- Reduce our facilities carbon footprint.
- Reduce our transportation carbon footprint.
- Reduce our water footprint.

Products include:

- Greener ink and toner solutions, including quality reman products.
- Greener Managed Print Services solutions.
- Energy Star-qualified printers and monitors.
- Duplex printing, pay only for actual pages printed (no charge for scans and electronic files not printed)
- Recycling solutions, including free pick up of depleted toner.
- Working with our vendors on product Life Cycle Analysis (LCA).
- Supplies delivery by paper bag instead of a cardboard box.
- Water filtering solutions that serve as alternatives to bottled water.

Additional initiatives include:

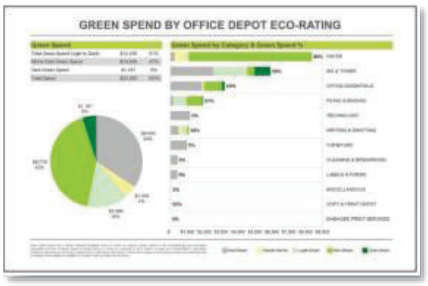
- GreenerOffice Rating: a rating system for greener products.
- Greener Alternatives Tool: a report to identify greener alternatives for high-volume products.
- Green Select Cart: online functionality that encourages greener choices.
- Reports on green purchases, including:
- Green Business Review: comprehensively documents green purchasing.
  - LEED Credit Report: tracks purchases that support LEED for existing buildings.
  - Federal CPG/Executive Order Reports: Federal CPG/Executive Order Reports: purchases that meet Federal green standards.
  - AASHE STARS Report tracks purchases for STARS credits.

Recognition: Office Depot's efforts to BE GREEN have been recognized for several years. Our environmental awards and affiliations include:

- 2016 LEED EB Gold Certification
- 2015 Sustainable Purchasing Leadership Council (SPLC) Supplier
- 2013 Climate Leadership Award from U.S. Environmental Protection Agency Protection Agency: recognized for achieving 29% Carbon Footprint Reduction in the U.S., aggressively beating its 20% reduction goal one year ahead of schedule.

In Summary

Printing is a critical component of any organization. Ensuring the right supplies are on hand and printer fleets are working at peak efficiency will enhance overall productivity, while cutting costs.



Advancing Technologies

Technology

Office Depot sells more than $4 billion annually in technology products and solutions in North America (all channels).

This buying power, combined with partnerships with the top manufacturers and distributors of technology products positions us to compete for a wide spectrum of the school customers' information technology (IT) needs, along with all our solutions, providing convenience and scale.

Our highly trained/certified team of dedicated sales and solutions professionals and our world-class B2B web platform enables us to serve as a trusted advisor for one of the most strategic categories of investment of most schools, vital to their operations continuity and success.

The Technology Solutions division of Office Depot helps define and deliver solutions that help our customers meet their goals, are innovative and relevant, and are backed by industry-leading support and customer service.

The areas of focus for our technology solutions include instructional tools, infrastructure, devices, professional development, digital building, safety & security, and furniture.

- CompuCom™ - As mentioned, Office Depot has extended the depth and breadth of our technology and technology service portfolio with the acquisition of the highly respected technology company; CompuCom.
- Devices – Office Depot offers a wide range of devices that support an enriched learning environment and that help connect digital curriculum and the product used to deliver it.
- Infrastructure – Get the design, efficiency, power, and value you need with top-brand servers and other IT essentials
- Tech Tools and Manipulatives – Our cutting-edge tech tools help you powerfully present and explain ideas by enabling cooperative
- Professional Development – We provide training for teachers and administrators on how to bridge the gap between curriculum and technology in the classroom through digital content and device training.
- Furniture – Office Depot offers customized furniture solutions for the classroom that are flexible to support various learning styles and stations, as well as support the technology that resides in the classroom.

- Digital Building and Digital Classroom – For capital projects, Digital Building technology from CompuCom delivers upfront construction savings, significantly lower operating costs, and modern digital learning spaces that drive collaboration, efficiency, and engagement. Partner with us to leverage building automation, Internet of Things (IoT), Power over Ethernet (PoE), and other emerging technologies to create an interconnected, safe & secure building that'll be the foundation of your digital transformation.
- Communication and Connectivity Offerings
- System and Technology Individual and Integrated Services – Audio Visual, Communication and Connectivity, Controls and Automation, Security and Life Safety
- Strategy and Tech Plan Creation Services – Current State and Future State alignment.
- Program Management Services – Administration of your real estate and District IT Projects.
- Remote Monitoring Services
- Disposition Services – Office Depot can help agencies dispose of technology equipment in a safe and environmentally responsible manner. By taking advantage of our recycling and disposal services, they can turn unwanted or obsolete technology into useful raw materials.
- Document and Image Management – Office Depot delivers quality document imaging, microfilming, secure storage and shredding. We scan paper of any size, shape, and condition as well as photos, microfilm, oversized maps and more. We help to protect data with powerful document and security records management tools to meet the needs of Region 4 ESC and Participating Agencies
- Website – As an ecommerce pioneer, Office Depot has connected more than 325,500 customers with over 1,388,000 users. Ninety-five percent (95%) of our national account business is processed via the Internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only simple for you but fast for your users too!

Office Depot offers a full suite of services to help all aspects of the IT Lifecycle from the cost-effective planning, acquisition, and deployment of a school's technology assets, to their efficient funding, management, and disposal. Our value-added services allow our educational customers to focus more on reaching their instructional and learning goals.

Furniture

Furniture Program Overview

Office Depot furniture has been a key solution with the Region 4 ESC General Supply Agreement from the start. The Region 4 ESC furniture assortment is comprised of our full service (Workspace Interiors) concept to completion offerings combined with stocked, private and name brand and catalog selection, and represents over 12,000 unique items. With our in-house furniture (non-wholesaler) inventory, we are a leading distributor in quick-ship, stocked furniture in the USA core assortment (1,200 items), with a selection of school furniture, and full-line of office furnishing and accessories, lighting, ergonomic tools from our catalog assortment was added in 2009, and is represented in our Region 4 ESC Furniture Solutions Catalog, Education version, designed to meet the needs of school customers.

Workspace Interiors is the only furniture dealership in North America designed and structured with their own resources rather than alliances, in place to handle large, complex clients with multiple locations nationwide. The shared service model of Workspace Interiors allows our customer to easily leverage both local and national resources as you need them. This ensures the customer is given the personal attention your business needs on a local level, backed by comprehensive national support.

Our Workspace Interiors mission statement reads: "Think Customer First" through: Integrity and Accountability | Teamwork and Trust | Focus and Discipline | A Sense of Urgency. Our mission and core values are all directly driven by our customer's needs. We strongly believe that—by having one direct contact person and supporting team in place—we are the best able to service the needs of the customer. This individual will be able connect you with Workspace Interiors furniture experts, designers, workspace planners, and project managers nationwide in a collective effort to provide you with the best solution and service possible.

Workspace Interiors works on a national scale, we have regional offices in 38 major metropolitan areas throughout the United States—putting the people in place with an in-depth understanding of your local market and just about any other market your business operates. We have more than 200 team members who are cross trained in project management, design, order support and

customer service across the country. Our unique structure ensures our customer receives consistent service, standardized process and procedures model.

Workspace Interiors has a proven process to manage projects of any size and complexity. The benefits of working with a single-source dealer can also be realized from a logistical standpoint. Our coast-to-coast distribution and installation network helps ensure your Participating Agencies receive consistent service anywhere in the country. Not only are we able to adapt to changing situations regarding Participating Agencies' projects, but also proactively share information across the network—allowing us to find effective solutions for these projects based on similar previous experience and expertise. We can quickly loop in team members from multiple disciplines across the country to assist. That means Participating Agency local contacts can reach out to our national network to solve any problem that may arise, providing specific answers regarding design, logistics, or any other relevant discipline.

Furniture Organization, Sales and Support Infrastructure

Office Depot's furniture division has experienced significant growth in resources, and capabilities since combining our Furniture & Interiors Divisions. Today, we have a unique position in the marketplace, as a true national distributor for Furniture products, representing over 350 furniture lines, with $450M in annual contract furniture (non-retail) sales. As a single-source furniture resource for schools, we provide a full-scope, turnkey options, including Transactional Furniture Programs, Contract Interiors Furnishing and Fixtures, Design-Build solutions, and Facility and Furniture Management, Delivery and Installation services.

Our team includes dedicated, and talented furniture professionals, plus, an Inside Furniture Support and Furniture Customer Service teams providing support to our customers. Our group is comprised of Furniture Sales & Account Managers, Furniture Vertical Market Managers (focused on standards development and cost-saving solutions), and School Specialists, Designers, and Project Coordinators, Project Managers, Inside Sales Support, and Customer Service staff. A complete furniture team and an organizational structure weighted heavily in support functions and built to provide exceptional customer support.

In 2009, we introduced a shared furniture services group for Design, and Inside Account Support Consultants to manage customer programs, including Region 4 ESC. These centralized teams are based in Chicago and Los Angeles and help us effectively manage fluctuating demand and drive many of our process management improvements to support national contracts. Unlike the static support model, our shared resource team provides the advantage of sharing the demands of local furniture teams, making these representatives more available to customers.

And, because we share the same systems, documented processes, and procedures across the country, you can always count on Office Depot furniture for consistent pricing and service. Furniture utilizes the same ordering platform as supplies, ensuring consistent pricing, reporting, and order tracking through invoicing. With our online ordering platform, we can create a customized ordering standard to comply with school buying guidelines. Office Depot has complimentary specifying and design programs (CAP, GIZA, and AutoCAD software) to support complete specifying, and planning of customized, project solutions from small projects, renovations, to new construction.

Locations – Furniture Showrooms

Our hub-and-spoke operational model means that every local and satellite office enjoys the support of a strategically positioned regional office. And, any office can tap into the extensive wealth of resources and knowledge spread out across our national network. So, no matter what services a Participating Agency needs, they can count on the same consistently high level of service. HUB locations and showrooms include Los Angeles, San Francisco, Seattle, Chicago, Houston, Columbus, Pittsburgh, and Atlanta, with furniture staff located in 13 Regional Office Depot locations.

Delivery, Installation, and Maintenance Services

Office Depot Furniture delivers coast to coast. Our professional delivery personnel are experienced in handling and assembling furniture. The benefits of working with a single-source national furniture dealer also can be realized from a logistical standpoint--ensuring Participating Agencies receive consistent service anywhere in the U.S., and allowing us the strategic advantage of managing Participating Agency orders, accommodating changes, delays storage, and follow-up maintenance services

We work closely with our 350 installation partners on accuracy and quality in all our labor services. Our installation team is provided with a packet of in-depth information—communicating every detail of each Participating Agency's project. And because our installation experts have been factory trained and certified in systems and modular installation, satisfaction is guaranteed. If a Participating Agency's project is delayed by construction, we have available facilities to safely house your investment.

Transactional furniture orders, including small custom orders, are managed, for our customers' convenience through our distribution centers and furniture delivery trucks. As part of the delivery service, we provide a notification call prior to delivery, and placement of furniture in a Participating Agency's room-of-choice.

School Furniture Program

Office Depot is proud of our school furniture program, an area that has been a primary focus of our program for the past 15 years. We are committed to growing and developing and investing in our school program which represents the fastest growing business segment in furniture since 2012. We have extensive experience, and a strong customer base of customers, like the Gilroy School District, GreenDot Schools, and Higher ED including UCLA, Brown, and Cal State Universities, to name a few.

Learning Environment Offering

We have learning environment solutions that are effective, efficient, and complementary to Region 4 ESC's current standards program. We offer a vast selection of manufacturers with the capabilities to address needs great and small—without sacrificing any existing standards programs. Choose from thousands of furniture, technology, and supply items and accessories to help reach your modern learning goals and accomplish strategic initiatives:

- Modern Classrooms
- CTE Spaces

- STEAM and STEM Spaces
- Maker Spaces
- Media Centers
- "Real World" Inspired Spaces
- Educator Planning and Meeting Spaces
- Community/Learner Spaces
- Locker and break room equipment
- Training room furniture
- Modern Common Areas
- Specific Learning Environment –paired supplies and tools

Our approach is to provide a complete product and service solution for schools, from K-12 through Higher Education, including classrooms to cafeterias, reception areas to private offices, as well as libraries, dorm rooms, computer labs, auditoriums, art rooms, STEAM spaces, MakerSpaces, and science labs, we're your one-stop provider. And, special programs including our in-house stock of classroom furniture in 12 distribution centers to accommodate our customers have furniture during the peak buying period, and prior to school opening.

With rapid changes in classroom and school design, driven by progressive teaching methods, increased classroom sizes, and technology, our customers requesting our value-add service package that includes complete specifications and standards development, and our Modern Classroom consulting package, demo, and detailed facility guidebooks. The focus for Schools has changed to complete facility design, flexible, modular designs aligned to instructional goals versus individual product.

Region 4 ESC has been a terrific partner, enabling us to engage with the customer early, and develop a complete solution and drive cost-saving specification, and an exciting partner to continue our growth in our School furniture business.

Commitment to Green Practices

Refurbishment, recycling, and Green Certified products are central to our program. We've partnered with ANEW, the Asset Network for Education Worldwide. ANEW provides reuse alternatives for surplus materials. Our programs are managed by our in-house LEED Certified Designers to ensure we meet our customer's goals. And, we offer in-house compliance software for tracking certification of renovation projects, under certification consideration.

TAB 5 VALUE ADD

CREATIVE SERVICES	PROJECT MANAGEMENT
• Space Planning • Specifications • 3D Views & Renderings • Finish Specifications • Installation Drawings	• Vision Session • Establishing Project Parameters • Managing Successful Project Support • Ongoing Support
LABOR SERVICE	**FINANCIAL SERVICES**
• Delivery • Warehousing • Installation & Reconfiguration • Refurbishment • Move Management • Repair	• Leasing • Renting • Financing • Used Furniture Brokerage
CUSTOM SOLUTIONS	**REPAIR SERVICES**
• Standards Program • Sustainability / LEED • Ecommerce	• Requests for Repairs • Ongoing Services • Project Inspections • Ergonomic Assessments

PORTFOLIO OFFERING	TURNKEY SUPPORT TEAM
• Comprehensive Furniture Solutions • Comprehensive Technology Solutions • Digital Building • Curated Need and Subject Aligned Modern Supplies and Manipulatives ▪ Cleaning and Breakroom Solutions ▪ CTE, Maker, STEAM Supplies	• Former Educators as Consultants • Educational Specialist • Innovators • Designers • Project Managers ▪ Key Point of Contact Account

Healthy & Safe Work Environments

Janitorial

We understand that high morale and a sustainable clean, productive school environment is instrumental to efficiency and student achievement. Your Office Depot team will help ensure a clean and healthy environment for Participating Agency students and faculty. Our team of product matter experts will access and customize a program to meet Region 4 ESC goals.

Office Depot currently holds a Janitorial contract (R162102) with Region 4 ESC that has enjoyed significant acceptance and adherence in the two years since inception. The contract is currently in full force and effective through February 29, 2020, with two one-year extensions available after that date.

Our overall contract goals included:

- Healthy & Safe Schools
- Reduced Absenteeism & Productive 'Presenteeism'
- Faculty & Student Morale
- Budget Management & Fiscal Responsibility
- Sustainability & Effective Benchmarking

It is extremely important that we support the key drivers that drive our ability to achieve these goals and are aware of market trends where we can focus and help drive results. Our unparalleled expertise and supply chain can help to identify and correct any issues the customer may have and even have not been identified. There are many identified & unidentified opportunities we can certainly assist with, for instance, did you know?

- # of Days Lost in K-12: Common Cold: 22M Days Lost; Influenza: 38M Days Lost
- In K-12 there are 8-10 Colds per year/student
- Avg. Absences/Year in K-12 from Colds/Influenza: Students – 4.5 days & Teachers – 5.3 days
- Only 43.5% of school districts provide guidance for disease prevention and infections
- Students 7x more likely to drop out
- Teacher absences cost more than $25 billion annually
- Absenteeism is a hot topic at higher stakeholder levels
- Absenteeism impacts grant money & federal subsidies

- 'The Staff Lounge' is the origin of collaboration
- Impromptu meetings driven by better staff lounge environments are fundamental to morale and great ideas
- Creating social environments inside schools can create a positive effect on learning

Office Depot – Workspace Facilities

Office Depot provides a wide array of products and services, offering a customized solution to fit the complete facilities and breakroom needs of Participating Agencies and their end users. From breakroom products to core facility cleaning and appearance standards for consistency, Participating Agencies will find the solutions from one dependable source. Consolidating to Office Depot provides Region 4 ESC with opportunities for overall control of operations and reducing costs that you may not have thought possible.

By allowing Office Depot to manage Participating Agencies' facility products and services solutions, they will be able to allocate more resources toward their core business instead of toward maintaining how their business is conducted. Office Depot offers a professional level of product knowledge, technical expertise, and service capabilities within the industry. We have the capability and strategic sourcing to eliminate costs, maximize resources, and delivers overall results. We are Region 4's single resource for the latest in facility products to maximize your efficiencies. Our facility products experts will find the right solution for Region 4.

Approach

Our facility experts will help uncover and reduce the hidden costs associated with multiple suppliers. Our team of product matter experts will conduct on-site assessments to fully understand the current products and processes. We then will actively listen to your stakeholder's needs, initiatives, and decision-making criteria to propose a customized solution that satisfies your objectives. Our goal is to translate Participating Agencies' desires into a cost-effective reality.

The Right Products at the Ready

Office Depot is one of the very few providers to offer a ready breakroom and cleaning selection that is available for next business day delivery. From equipment to food, furniture to upgrade Participating Agencies' physical space, the liners and receptacles that are breakroom appropriate, and a complete offering of cleaning products for jobs as simple as wiping off tables, to as complex as total cleaning solutions per dilution systems – Participating Agencies can rely on Office Depot for all their cleaning and breakroom needs.

Facilities Solutions:

Office Depot's Workspace Facilities assortment features quality products for all Participating Agency facilities – cleaning, breakroom, and facility supply needs:

- Ensures satisfaction with products from well-known manufacturers in the industry – Kimberly-Clark, Georgia-Pacific, Cascade®, AEP, Betco®, Clorox®, GOJO®, Keurig®, Solo Cup®, Coca-Cola®, etc.
- Includes Office Depot branded products that provide superior performance and great value across multiple product categories.
- Offers products to help meet Participating Agency needs, including sustainability with products made from recycled material, that are recyclable, reduce overall use and waste, or that are made from rapidly renewable fiber.

Breakroom Products & Services

Office Depot can offer a variety of nationwide facility services for beverage station installation, and break/fix brewers or filtered water systems. We have everything Participating Agencies need to streamline the entire procurement process. Our facility experience and expertise can assist your business with a full spectrum of customized solutions.

- Equipment/Coffee Brewers. We provide brewer options for both traditional coffee as well as single-cup systems.
- Water Filtration. We provide water filtration systems in both countertop and floor models. The combination of clean drinking water and a modest environmental footprint in comparison to bottled water frequently makes sense in both economic and sustainability goals.
- Service. We have an in-house service group that makes installs and break/fix service cost-effective. Our in-house team confirms all installations or service calls prior to scheduling. We coordinate the installations and communicate to your end users as required for broken equipment. All installation billing is from Office Depot and we are your single point of contact.
- Breakroom Essentials
- Snacks and Food. Over 300 items ranging from healthy snacks to traditional pick-me-ups like candy, cookies, and salty snacks, as well as single-serve breakfast and lunch items.

Green Solutions:

Office Depot offers a premier selection of eco-conscious products to help Participating Agencies make a difference in their facilities. By understanding their environmental goals, we can help them choose the right products with green attributes.

- Paper products from 100% recycled materials
- Hundreds of products with LEED® credits
- Eco-conscious cleaning products from plant and mineral-based ingredients
- National eco-conscious brands, including GreenWorks® and Seventh Generation™, Office Depot® Brand greener choices and more

Office Depot offers a growing range of GreenSeal Certified cleaning products designed to improve indoor air quality (IAQ) by the reduction of toxic chemicals used in manufacturing and the toxins released into the air while in use. The certifications mean that an independent organization monitors and verifies that the products do improve IAQ. We can also provide reporting on cleaning products purchased through Office Depot that are GreenSeal or EcoLogo certified.

The Office Depot Difference:

Office Depot is committed to consistently delivering world-class service in everything we do for Region 4 ESC Participating Agencies – that includes providing everything they need for their facilities, cleaning, and the breakroom. The impact of business made personal – *that's the Office Depot difference.*

Safety and Security

As schools shift to modern learning and modern environments, a top priority is the safety and security of the students, staff, and faculty, no matter where they are within the school. And, in the 21st century, school safety also relies on safeguarding critical information, assets, and systems. Safe schools have a sense of comfort and are more conducive to preparing children for the demands of a competitive, global workforce.

How Do You Get There? Schools typically follow this roadmap to improve the safety and security of their campuses. First, they use the network as the platform to achieve effectively, efficient collaboration and information sharing. Next, they deliver all services over a centrally managed, converged IP network. They implement well-planned, robust network architectures and infrastructures for improved communications between faculty members, students, and staff. Finally, use of wired and wireless technologies to ensure that physical environments are safe and network environments are secure.

This roadmap is dependent on various factors such as budget, time, foundation, change management, and overall Region 4 ESC Participating Agency capacity. Office Depot and CompuCom work alongside District leadership teams and their stakeholders to innovation roadmap, achievable and sustainable pathways for our Region 4 Agencies.

Efficiency Services

Customer-Centric Business Review

Office Depot provides planning meetings with our public agencies. Our Business Review process is a high-level summary which ties together all the statistical information that we gather on our performance and resulting time/cost savings. We will provide Region 4 Participating Agencies specific performance data based off our programs. This process also allows us to compare each agencies performance to find best practices, innovations and ensure all departments are performing to established standards.

Our review will be customized to provide the specific format and metrics that Region 4 Participating Agencies would like to evaluate. The goal of these reviews is to provide more than "raw data." Our objective is to create documents that will show in one page how we are doing in meeting objectives within the goals of the partnership such as cost reduction, purchasing efficiency, end-user spend, service levels, reallocation of resources into strategic plans.

The Office Depot account management team will assist each Region 4 Participating Agency location by analyzing spending and usage data. This process helps you by providing a consistent quarterly focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer and analyze actual product usage.

Business Reviews include:

- Our customer's initial objectives
- Previous time-period accomplishments and objectives for the next reporting period

Performance Statistics:

- Purchases by product group
- Sales by location
- Average monthly sales
- Special categories

Performance Measurements:

- Customer Report Card
- Customer Quarterly Review

- Customer Evaluation Survey
- Office Depot's plan of action to ensure customer satisfaction

Strategic Planning

- Initiatives review
- Budgeting and reallocation
- Next steps & planning

Independent Business Reviews:

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys

Give Back to Schools Program

Office Depot is committed to education across our omnichannel network: retail, direct, and contract, where we are promoting our 5% back to the school's program. This is an opportunity for our Region 4 ESC Participating Agencies to achieve additional reallocation by earning 5% back through a School Promo ID and retail purchasing.

Office Depot also helps schools spread the word by providing free tools they can use in their School community.

Shoppers can simply make a purchase of qualifying school supplies, provide their school's ID at checkout (in-store and online) and the designated school will receive 5% back in credits for FREE supplies. It's a small act that can make a huge difference.

This is a meaningful way that the entire District community can participate in advancing their School's educational mission.

Future Orders Program

Planning, budgeting, and staffing are important factors in maximizing school resources. Office Depot supports advanced bulk ordering that helps schools do just that.

Schools can plan and maximize budgets by taking advantage of our Future Order capabilities to order back-to-school supplies for a future date, delivered 21-180 days out— and have the peace of mind that their order will be there when they need it.

Best of all, we're committed to having items in stock and we'll provide a consolidated statement for convenience.

Future Order Program features at a glance:

- **Curated school supply list**
  Choose from 2,000 school supplies that you need most
- **In stock and ready**
  Rest assured that our in-stock select items are ready when you need them
- **Delivery**
  Schedule your order to be delivered by your requested time frame
- **Extended cancellation window**
  Take advantage of more time to cancel your order, should you need it
- **Statement consolidation**
  Keep your Future Order items together with one consolidated statement

Stocked Assortment:

Driven by usage from our Region 4 ESC contract, we stock the 2,000 SKUs in the school supplies customers need the most during this season.

Closing Commitment

Our Commitment

We commit to providing our Region 4 ESC partners our creative and professional best and treating them with integrity and respect. We commit to upholding and enhancing our company's reputation for excellence. We customize each endeavor to ensure that what is offered is the best match for the holistic need of the district, teaching teams, educator, and most importantly the learner!

- Committed to Service
- Committed to Solutions
- Committed to YOU!

With all of this, we believe that Office Depot is the right choice for Region 4 ESC and its Participating Agencies. We thank you for this opportunity!

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Office DEPOT

WORKSPACE Interiors by Office DEPOT

TAB 6
APPENDIX C, ADDENDUM NO. 1
ADDITIONAL REQUIRED DOCUMENTS

RFP 19-18

Furniture, Installation and Related Services

12-11-2019 2:00pm Central Time

COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

region 4

OMNIA PARTNERS

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TAB 6 ADDITIONAL REQUIRED DOCUMENTS APPENDIX C (ADDENDUM 1)

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

DOC #5 Special Conditions

DOC #6 Questionnaire

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond.

DOC #7 bid guarantee not applicable.

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ **X** We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

Office Depot has deemed that a limited set of information provided in our response is a trade secret and proprietary and exempt und the Public Information Act. All pages which have been deemed as trade secret and proprietary have been notated in the header of the respective pages in red with the following verbiage: "CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT".

See Attachment 1, immediately following this Acknowledgement for a comprehensive listing of those items deemed trade secret and proprietary.

TAB 6 APPENDIX C

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

12/2/2019
Date

Sr. Vice President
Authorized Signature & Title

TAB 6 APPENDIX C

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

Attachment 1:

Office Depot has deemed that a limited set of information provided in our response is a trade secret and proprietary and exempt und the Public Information Act. All pages which have been deemed as trade secret and proprietary have been notated in the header of the respective pages in red with the following verbiage: "CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT".

Tab	Appendix	Original Page(s)	Proprietary and Trade Secret
1	B		***Terms & Conditions Acceptance Form*** All Contract Exceptions noted in Appendix B are considered proprietary and Confidential, unless contract is awarded.
6	D	23C	***3.3 Marketing & Sales*** Question C – Cooperatives – Office depot's cooperative contract annual sales volume is proprietary and confidential and is not publicly reported as a separate line item.
6	D	24J	***3.3 Marketing & Sales*** Question J – Top 10 Public Sector Agency Sales – This information is proprietary and confidential and is not publicly reported as separate line items in our earnings

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Office Depot, Inc.

Address 6600 North Military Trail
Boca Raton, FL 33496-2434

Phone (561) 438-4800

Fax (800) 593-8830

Contact

Signature

Claudia Hughes
Printed Name

Sr. Vice President
Position with Company

Official Authorizing Proposal

Signature

Claudia Hughes
Printed Name

Sr. Vice President
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-562670

Date Filed:
11/18/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Office Depot Inc
Boca Raton, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-18
Furniture, Installation and Related Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is **Claudia Hughes**, and my date of birth is March 23, 1968.

My address is 6600 N. Military Trail (street), Boca Raton (city), Fl (state), 33496 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Palm Beach County, State of Florida, on the 2nd day of December (month), 2019 (year).

Claudia [signature]

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.3a6aaf7d

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Claudia Hughes, as an authorized representative of

Office Depot, Inc.

, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Claudia Hughes

Signature of Named Authorized Company Representative

12/2/2019

Date

TAB 6 ADDITIONAL REQUIRED DOCUMENTS APPENDIX C (ADDENDUM 1)

Appendix C

ADDITIONAL REQUIRED DOCUMENTS

e. Any additional agreements Offeror will require Participating Agencies to sign.

Attachment 2.3, “the Cooperative Purchasing Network Piggyback Contract” sample, has been included under Tab 2.

Appendix C, DOC # 5

SPECIAL CONDITIONS

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage

rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and

orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. 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.

d. 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.

e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback 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 FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, 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.

d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of

the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the

state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal

Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer

is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, **Office Depot, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Claudia Hughes Sr. Vice President

Name and Title of Contractor's Authorized Official

December 2, 2019
Date

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name:

Office Depot, Inc.

Address, City, State, and Zip Code:

6600 North Military Trail, Boca Raton, FL 33496-2434

Phone Number: **(561) 438-4800** Fax Number: **(800) 593-8830**

Printed Name and Title of Authorized Representative: **Claudia Hughes** **Sr. Vice President**

Email Address:

valya.broyer@officedepot.com

Signature of Authorized Representative:

12/2/2019 Date:

Appendix C, DOC # 6

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. **Diversity Programs**
   - Do you currently have a diversity program or any diversity partners that you do business witho ☐ **X**Yes ☐ No
     (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

     Please refer to Attachment 1 herein.

2. **Diverse Vendor Certification Participation**

   Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

   a. **Minority Women Business Enterprise**
   Respondent certifies that this firm is an MWBE ☐ Yes ☐ **X*** No List

   certifying agency: ***Office Depot-Not Applicable.**

   b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
   Respondent certifies that this firm is a SBE or DBE ☐ Yes ☐ **X*** No

   List certifying agency: ***Office Depot -Not Applicable.**

   c. **Historically Underutilized Businesses (HUB)**
   Respondent certifies that this firm is a HUB ☐ Yes ☐ **X*** No

   List certifying agency: ***Office Depot-Not Applicable.**

   d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
   Respondent certifies that this firm is a HUBZone ☐ Yes ☐ **X*** No

   List certifying agency: ***Office Depot-Not Applicable.**

   e. **Other**
   Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☐ **X*** No

   List certifying agency: ***Office Depot-Not Applicable.**

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitationo ☐ X Yes ☐ No

Diversity Programs

Office Depot is committed to supporting our diverse suppliers and is prepared to offer an exceptional choice of innovative products and services to our customers through our supplier diversity program. Our robust program provides opportunities for small and diverse-owned businesses to grow and succeed and help our customers in their supplier diversity purchasing initiatives.

Program Overview

Customer Focus, Commitment and Caring are core components of the Office Depot and CompuCom corporate culture and diversity strategy. We are committed to developing, establishing and accomplishing our diversity goals and helping our customers do the same.

•Our program helps our customers by providing diverse solutions that enable them to make a difference with their diversity initiatives.

•When we partner with diverse suppliers, we promote good citizenship and gain competitive differentiation in how we are serving our customers' needs.

•Supplier Diversity creates a network of business partners that drive new market penetration, growth in revenue, innovations, and cost savings

Partnering Opportunities

Office Depot and CompuCom are proud to offer one of the most comprehensive Supplier Diversity programs of its kind, in order to give Diverse Suppliers more opportunities to grow and prosper. We actively seek out promising Diverse Suppliers which include: Certified-, Minority-, Women-, Disabled-, Veteran-owned and Small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our program is made up of three dimensions: Tier I, Procurement, and Tier II. We collaborate with our customers and help them meet their supplier diversity goals through our impressive network of diverse supplier partners and vendors:

Tier I (reseller) - Customers buys directly from a diverse supplier partner, allowing maximum diversity credit. Office Depot becomes the wholesale partner. Office Depot works with a number of Tier I resellers, and we are happy to provide certifications upon request.

Procurement - Our Procurement Team commits to include Diverse Suppliers in our sourcing opportunities. General goods & services for Office Depot and CompuCom include: HR Benefits, Insurance, Legal, Constructions, Ecommerce Marketing, Ecommerce Technology, Facilities, IT Consulting & Labor, IT

Hardware & Software, Marketing & Advertising, Professional Services, Store Supplies, Transportation, Travel, and Warehouse & Distribution.

Tier II - Customer buys directly from Office Depot and CompuCom but ensures a percentage of their diversity spend comes from diverse vendor products.

The three dimensions of our Supplier Diversity program help us:

- Enhance capabilities of Diverse Suppliers
- Expand the capacity of Diverse Suppliers to compete more effectively
- Increase turnover of products from Diverse Suppliers
- Leverage efforts with other corporations to create large-scale Diverse Supplier opportunities
- Increase market reach and density
- Increase purchases from Diverse Suppliers
- Reduce buying costs of doing business for all suppliers and vendors

For more information, please view our on-line Diversity catalog featuring the Tier II products and companies that we are proud to partner with and make their innovative products and services available to the Office Depot national customer base.

https://view.publitas.com/office-depot-digital/diverse-supplier/page/1

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Appendix C, DOC # 6

QUESTIONNAIRE

Attachment 2:

Office Depot will use best efforts to achieve MWVBE/HUB participation through the utilization of our diversity manufacturers or Tier I vendors. Please refer to Tabs 3 Performance Capability and Appendix D herein, Supplier Diversity, for additional information on our MWVBE/HUB programs and good faith efforts along with recommendations on how the Agencies/Participants can increase diversity usage. We work with a wide variety of Tier I/Tier II resellers and installation partners, and we will provide appropriate certification documentation based on customer requests.

Office Depot's current Diverse Supplier catalog includes products from the following vendors.

- Addendia
- Alliance Rubber Co.
- Baumgartens
- Bonitas International
- Corporate Distribution Services, Inc.
- D & B Safety Supply, Inc.
- DevMar Products, LLC.
- DME – Derrah Morrison Enterprises, LLC
- Display America
- DiverseID
- Ergo Desktop
- Flagship Carpets
- Hoffman Technologies, Inc.
- Image Projection West - IPW
- Imprint Plus
- Kelly Computer Supplies, Inc. - KellyRest
- Kenson Kids
- KleenSlate Concepts
- LePage's
- M&A Global Cartridges, LLC
- Mammoth Office Products
- Master Manufacturing Co
- McKlein USA
- Neutral Posture
- Officemate International Corporation (OIC)
- Omar, Inc.
- OutSmart
- Pointe International
- RPT Toner
- Smead
- South Coast Solutions
- Stout Envision
- Stride
- Timeless Frames
- ViewSonic Corporation

- Workplace Solutions

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Office Depot, Inc.

Contact Person Claudia Hughes, Sr. Vice President

Signature Claudia Hughes

Date 12/2/2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

FURNITURE, INSTALLATION AND RELATED SERVICES
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 19-18

RFP Issued: November 7, 2019

Pre-Proposal Date: November 21, 2019

Response Due Date: December 11, 2020

Proposals Received: #44

Awarded to: Office Depot, Inc. – R191812

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 19-18 on November 7, 2019, to establish a national cooperative contract for Furniture, Installation and Related Services.

The solicitation included cooperative purchasing language in Sections I. Scope of Work:

NATIONAL CONTRACT

> *Region 4 Education Service Center, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On January 8, 2020 proposals were received from the following offerors:

- 9to5 Seating LLC
- Affordable Interior Systems, Inc. (AIS)
- Allsteel Inc.
- Alumni Classroom Furniture Inc.
- AmTab Manufacturing Corporation
- Artcobell Corporation
- Bush Industries, Inc.
- ELB US Inc.
- ASSA Group, Inc. dba Enwork
- EPIC Business Essentials
- Exemplis LLC
- GMi Companies
- Haskell Office, LLC
- The HON Company LLC
- Indiana Furniture Industries, Inc.
- Irwin Seating Company
- Jasper Group (Jasper Seating Company, Inc.)
- Kaplan Early Learning Company
- Krueger International, Inc.
- Kwalu LLC
- LIAT, LLC
- Maxon Furniture Inc.
- Metalworks, Inc. – Great Openings
- MeTEOR Education, LLC.
- National Business Furniture, LLC
- National Office Furniture, Inc.
- NPS Public Furniture Corp
- NorvaNivel USA LP
- Office Depot, Inc.
- OFS Brands Inc.
- Origin US LLC
- Paragon Furniture, Inc.
- PS Furniture Inc.
- Rapp Productions, Inc dba FurnitureLab
- RT London
- Safco Products Co.
- School Specialty, Inc.
- SICO America, Inc.
- Spec Furniture Inc
- Special-T, LLC
- Teknion LLC
- Trendway Corporation
- VS America, Inc.
- WB Manufacturing

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that □□□□□□□T□□) companies Affordable Interior Systems, Inc. (AIS) Allsteel Inc., AM Tab Manufacturing Corporation, Exemplis LLC, The HON Company LLC, Irwin Seating Company, Jasper Group (Jasper Seating Company, Inc.), Kaplan Early Learning Company, Krueger International, Inc., Maxon Furniture Inc., Metalworks, Inc. – Great Openings, MeTEOR Education, LLC, National Office Furniture, Inc., NorvaNivel USA LP, Office Depot, Inc., OFS Brands Inc., Safco Products Co., School Specialty, Inc. Teknion LLC Trendway Corporation, VS America, Inc. all demonstrat□□ the ability to provide the services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of May 1, 2020.

Contract includes:

- Complete catalog furniture product lines
- Related Products, Support Services and Solutions include design, project management and architectural

Term:

Initial three-year agreement from May 1, 2020 through April 30, 2023 with the option to renew for two (2) additional one-year periods through April 30, 2025.

Pricing/Discount: A percentage discount off manufacturer catalog or list pricing.
OMNIA Partners, Public Sector Web Landing Pages: https://public.omniapartners.com/suppliers/office-depot/contract-documentation#c35517

REGION 4 RFP - PRODUCT DISCOUNT by MANUFACTURER

		Price Tier I	Price Tier II	Price Tier III	Price Tier IV
Brand	**Description**	**$0-$25K**	**$25K-$50K**	**$50K-$100K**	**Over $100K**
Global Evolve	Office System Solutions	61.00%	62.00%	63.00%	Negotiable
Global	Casegoods, Seating, Tables and Storage	54.00%	55.00%	56.00%	Negotiable
Offices To Go	Casegoods, Seating, Tables and Storage	54.00%	55.00%	56.00%	Negotiable
HON	Office System Solutions	64.00%	65.00%	65.00%	68.00%
HON	Casegoods, Desking, Tables & HON Branded Seating	53.00%	55.00%	55.00%	59.00%
HON	Vertical & Lateral Files, Storage	55.00%	56.00%	56.00%	63.00%
HON	Education Solutions	53.00%	55.00%	55.00%	56.50%
HON	Product Backed by a 5 Year Warranty	55.00%	56.00%	56.00%	58.00%
HON	Soothe Patient Seating	51.00%	52.00%	52.00%	54.50%
Kimball	Casegoods Seating & Perks	56.00%	57.00%	58.00%	Negotiable
Kimball	Metal Files	56.00%	57.00%	58.00%	Negotiable
Kimball	Office System Solutions	65.00%	66.00%	67.00%	Negotiable
National Office Furniture	Complete line of office, conference and lounge furnishings	54.50%	54.50%	54.50%	Negotiable
Alumni	Classroom furniture	25.00%	35.00%	50.00%	Negotiable
Arcadia	Collaborative, lounge, healthcare seating and tables	45.00%	46.00%	47.00%	Negotiable
Claridge	Writing Surfaces	51.00%	52.00%	53.00%	Negotiable
Coriander Designs	Lounge seating, casegoods and tables	51.00%	52.00%	53.00%	Negotiable
Diversified Woodcrafts (including Shain Shopbuilt)	Science lab products, science tables, vocational and art furniture	50.00%	51.00%	52.00%	Negotiable
ECR 4 Kids	Early Childhood Active Play, Bentwood Tables, Chairs, Resin Tables, Chairs	25.00%	26.00%	27.00%	Negotiable
ECR 4 Kids	Blocks, Cot & Mats, Dramatic Play, Infant Toddler, Literacy, Ladderback Seating, SoftZone, Storage & Organization	33.00%	34.00%	35.00%	Negotiable
ECR 4 Kids	Art Products Pre-K and K-12	36.00%	37.00%	38.00%	Negotiable
Haskell	Dedicated to design & manufacturing of the highest quality furniture for education, institutional, business & government facilities	50.00%	51.00%	52.00%	Negotiable
Jonti-Craft	Early childhood furniture and learning products	27.00%	28.00%	29.00%	Negotiable
Jonti-Craft	Berries Category	39.00%	40.00%	41.00%	Negotiable

Media Technologies	Complete offering of library furniture	49.00%	50.00%	51.00%	Negotiable
MooreCo	School Furniture Solutions	50.00%	51.00%	52.00%	Negotiable
MooreCo	Soft Seating	45.00%	46.00%	47.00%	Negotiable

National Public Seating	Folding tables and chairs, seating, cafeteria tables, mobile choral risers	48.00%	49.00%	50.00%	Negotiable
Palmer Hamilton	Mobile cafeteria tables	39.00%	40.00%	41.00%	Negotiable
Paragon Furniture	Office, computer, specialty storage, library furniture	39.00%	40.00%	41.00%	Negotiable
Safco: Code AB	Bookcases, signs, flat files, literature organizers, media storage shelving	44.00%	45.00%	46.00%	Negotiable
Safco: Code B	Bookcases, signs, flat files, literature organizers, media storage shelving	44.00%	45.00%	46.00%	Negotiable
Safco: Code D	Bookcases, signs, flat files, literature organizers, media storage shelving	44.00%	45.00%	46.00%	Negotiable
Trendway	Systems, Casegoods, Seating, Tables	55.00%	56.00%	57.00%	Negotiable
Trendway	Architectural Products	45.00%	46.00%	47.00%	Negotiable
Wisconsin Bench	Storage, tables and desks	54.00%	55.00%	56.00%	Negotiable
Workspace Interiors Ancillary Solutions - from vendor list	All other special order solutions, available through the Workspace Interiors line card, will be made available to complete or enhance a project.	Contract pricing to be quoted at time of specification. Minimum discount of 20% to be applied.			
ADDITIONAL SERVICES					
Freight	Drop ship - Shipping from manufacturer to end user DOCK only with end user supplying receiving services and processing - No lift gate services	Included in standard discount			
	Inside delivery - Consolidation of purchase order items at local WIOD preferred vendor. WIOD will coordinate delivery inside the facility to a central location without stair carry. No dunnage removal.	Plus 3% List to above discounts			
Installation	Professional installation- furniture set in place, ready for use, dunnage removed	Please see installation rates by manufacturer.			
Design Services	Professional Interior Design services available	Not to exceed $65/hr.			
Project Management Services	Comprehensive Project Management services available upon request	Not to exceed $65/hr.			
Architectural Services	Professional Architectural Services available upon request	Not to exceed $125/hr.			
Additional Support Services	Office Depot Technology and Educational support services available.	Please call for additional information and expertise.			
Notes:					
1. Discounts are for product only. Please see Freight and Installation terms for additional costs.					
2. Discount will always be taken from current manufacturer price list. We will provide updated price lists as they become available. Please call to ensure most accurate pricing.					

3. Ancillary furnishings that are not included in our coded catalog offering or special order products listed above may be made available under the contract as a special order item to meet specific criteria such as unique finish, fabrics, and sizes. These special order products will be quoted at the time of specification.
4. Inside delivery and Installation will be quoted on a job by job basis as required.
5. Warranty for all manufacturers meets or exceeds industry standards.
6. All pricing subject to tariff charges per each manufacturer policy.

REGION 4 RFP - FREIGHT TERMS BY MANUFACTURER 12-11-2019

Percentages listed below are for dock delivery. See inside delivery terms at bottom of sheet.

Manufacturer	Freight Terms
Global - Global/Global Care	Freight included
Global - Offices To Go	Under $2K List - $125. Over $2K List - Included
Global - Evolve/Compile	Under $10K list 5% of List, Over $10K List - Included
HON	Under $2K List - $175, Over $2K List - Included
Kimball	Freight included
National	Freight included
Alumni	Freight Included
Arcadia	Freight to be quoted
Claridge	Freight to be quoted
Coriander Designs	Freight to be quoted
Diversified Woodcrafts	Freight to be quoted
ECR 4 Kids	Freight to be quoted
Haskell	Dock Delivered□
Jonti-Craft	Freight to be quoted
Media Technologies	Freight to be quoted
MooreCo	Freight to be quoted
National Public Seating	Freight to be quoted
Palmer Hamilton	Freight to be quoted
Paragon Furniture	Freight to be quoted
Safco	Freight included
Trendway	Freight included
VivaBoard	Freight to be quoted
Wisconsin Bench	Freight to be quoted
Notes:	
1. Freight charges, where applicable, will be confirmed on the individual project quotes.	
2. If special handling is required, additional fees may apply	
3. Inside Delivery - Add 3% of total Product List Price	

REGION 4 RFP - INSTALL TERMS BY MANUFACTURER 12-11-2019

Installation fees are calculated based a percentage of total List Pricing by Manufacturer

Manufacturer	Price Tier I $0-$25K	Price Tier II $25K-$50K	Price Tier III $50K-$100K	Price Tier IV Over $100K
Global	6%	5%	5%	Negotiable
HON	6%	5%	5%	Negotiable
Kimball	6%	5%	5%	Negotiable
National Office Furniture	6%	5%	5%	Negotiable
Alumni	6%	5%	5%	Negotiable
Arcadia	6%	5%	5%	Negotiable
Coriander Designs	6%	5%	5%	Negotiable
Diversified Woodcrafts (including Shain Shopbuilt)	6%	5%	5%	Negotiable
ECR 4 Kids	6%	5%	5%	Negotiable
Jonti-Craft	6%	5%	5%	Negotiable
Media Technologies	6%	5%	5%	Negotiable
MooreCo (Soft Seating)	6%	5%	5%	Negotiable
National Public Seating	6%	5%	5%	Negotiable
Palmer Hamilton	6%	5%	5%	Negotiable
Paragon Furniture	6%	5%	5%	Negotiable
Safco	6%	5%	5%	Negotiable
Staging Concepts	6%	5%	5%	Negotiable
Trendway	6%	5%	5%	Negotiable
VivaBoard	6%	5%	5%	Negotiable
Wisconsin Bench	6%	5%	5%	Negotiable

NOTES:

1. Minimum Installation Fee: $175
2. Installation services may or may not include attachment to walls, floors, concrete, etc. Please confirm at time of quote.
3. Quotes will be provided upon request.
4. All rates are based on normal business hour installation, non-prevailing wage. Overtime or Prevailing Wage rates will be calculated upon request, or as needed based on the requirements of a project.

City Council Meeting **I. 19.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Construction Contract with CT&T Concrete Paving, Inc. for the TDA 2021 Transit Stop Access Improvement Project for an amount not-to-exceed $111,046.65, an additional appropriation of $64,706.65, and determine that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a Construction Contract and construction of the TDA 2021 Transit Stop Access Improvement Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act;

2. I move that the City Council approve an additional appropriation of $64,706.65 for the Project; and

3. I move that City Council approve the TDA 2021 Transit Stop Access Improvement Project plans and specifications, and approve the Construction Contract with CT&T Concrete Paving, Inc. for an amount not-to-exceed $111,046.65.

RECOMMENDATION:

Staff recommends City Council determine approval of a Construction Contract and construction of the TDA 2021 Transit Stop Access Improvement Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the Project plans and specifications, and award a Construction Contract to CT&T Concrete Paving, Inc. for an amount

not-to-exceed $111,046.65, and approve an additional appropriation of $64,706.65 for the Project.

DISCUSSION:

In August 2021, the City of Redlands (City) applied for a Transportation Development Act (TDA) Article 3 grant for a Transit Stop Access Improvement Project (Project). The Project will improve accessibility to ten (10) existing bus stops by constructing concrete boarding areas and sidewalks to be in compliance with Americans with Disabilities Act (ADA) standards. In November 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved $46,340 in funding, with no local match required, from the Transportation Development Act (TDA) Article 3 Transit Stop Access Improvement Program for this Project.

MUED staff prepared plans and specifications and advertised construction of the Project in May 2024. On June 17, 2024, the City Clerk's office received and opened three (3) bids for the Project. The bid opening report is attached to this staff report and is summarized below:

BID OPENING REPORT SUMMARY	
Bidder	**Total Bid Amount**
1. CT&T Concrete Paving, Inc., Diamond Bar, CA	$111,046.65
2. Gentry General Engineering, Colton, CA	$129,367.30
3. EBS General Engineering, Inc., Corona, CA	$143,047.00

Staff reviewed the bids and determined that CT&T Concrete Paving, Inc. was the lowest responsive and responsible bidder. The 2021 TDA grant awarded of $46,340 is insufficient to cover the proposed contract amount, primarily due to the unexpected increase in construction costs since the grant was awarded. Staff recently completed an engineer’s estimate based on current construction costs, which closely aligns with the bids received. Staff recommends approving an additional appropriation of $64,706.65 to bridge the funding gap and ensure the successful completion of the project. If approved, it is anticipated that the Project will be completed within forty-five (45) working days from issuance of a Notice to Proceed.

The Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as this project is within the City’s street rights-of-way and involves negligible or no expansion of use beyond what is existing.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	Y
Amount:	$64,706.65
Budgeted Y/N:	Y
Account No.:	241400; 101400

Discussion:

The total Project construction cost is $111,046.65. The FY 24/25 Transportation Development Act (TDA) Fund (241400) includes $46,340 in grant funding for this project, which will be fully reimbursed by the San Bernardino County Transportation Authority TDA Article 3 grant program upon successful project completion. The remaining balance of $64,706.65 requires an additional appropriation from the General Fund Reserve for Capital Expenses Over $50,000. The current balance of this reserve account is estimated to be $906,084 and the new balance after appropriation would be $841,377.

Attachments

A. CT&T Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Additional Appropriation Form
F. Plans
G. Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 3rd day of September, 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 CT&T Concrete Paving, 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: TDA 2021 Transit Stop Access Improvement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's TDA 2021 Transit Stop Access Improvement Project, Project No. S241005 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of One Hundred Eleven Thousand Forty-Six Dollars and Sixty-Five Cents ($111,046.65) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within Forty-Five (45) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed

by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Jose Carvajal
_____
Name of Contractor

By:_____
Signature of Authorized Agent

President
_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

875627__
_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
TDA 2021 Transit Stop Access Improvement Project
Project No. S241005

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.

Jose Carvajal_____
(Contractor)

_____
(Signature)

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 CT&T Concrete Paving, Inc. (hereinafter designated as "Principal") have entered into an agreement dated September 3, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as TDA 2021 Transit Stop Access Improvement Project, Project No. S241005 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 One Hundred Eleven Thousand Forty-Six Dollars and Sixty-Five Cents ($111,046.65) 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 CT&T Concrete Paving, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated September 3, 2024, and identified as TDA 2021 Transit Stop Access Improvement Project, Project No. S241005 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One Hundred Eleven Thousand Forty-Six Dollars and Sixty-Five Cents ($111,046.65) 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 **17th day of June, 2024** at **2:30 p.m.** on behalf of the Municipal Utilities and Engineering Department for **TDA 2021 Transit Stop Access Improvement Project – Project No. S241005**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Name of Bidder	Bid Signed	Addenda Acknowledged (N/A)	Base Bid	Base Bid + Additive Bid "A"	Base Bid + Additive Bid "A" + "B"	Base Bid + Additive Bid "A" + "B" + "C"
1.	CT&T Concrete Paving Inc., Diamond Bar CA	Yes	N/A	$54,593.71	$72,866.37	$92,329.75	$111,046.65
2.	EBS General Engineering, Inc., Corona CA	Yes	N/A	$74,029.00	$95,416.00	$119,492.00	$143,047.00
3.	Gentry General Engineering, Colton CA	Yes	N/A	$62,588.00	$83,474.25	$106,877.30	$129,367.30

Bidders listed in alphabetical order

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey, Veronica Medina

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. S241005
TDA 2021 Transit Stop Access Improvement Project

BID DATE: 17-Jun-2024
EST. START DATE: 9-Sep-2024

Item No.	Bid Item	Quantity	Unit	CT&T Concrete Paving, Inc.		Gentry General Engineering, Inc.		EBS General Engineering, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$2,618.00	$2,618.00	$2,500.00	$2,500.00	$3,500.00	$3,500.00
2	Traffic & Pedestrian Control	1	LS	$5,058.00	$5,058.00	$9,000.00	$9,000.00	$18,360.00	$18,360.00
3	Construct 4" Thick Concrete Sidewalk	1,832	SF	$16.78	$30,740.96	$20.00	$36,640.00	$14.00	$25,648.00
4	Remove Existing Concrete Sidewalk	843	SF	$13.85	$11,675.55	$6.00	$5,058.00	$17.00	$14,331.00
5	Remove and Relocate Bench	2	EA	$808.48	$1,616.96	$995.00	$1,990.00	$595.00	$1,190.00
6	Demobilization	1	LS	$2,884.24	$2,884.24	$7,400.00	$7,400.00	$11,000.00	$11,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Base Bid				**$54,593.71**		**$62,588.00**		**$74,029.00**
Additive Bid "A"									
7	Construct 4" Thick Concrete Sidewalk	805	SF	$13.04	$10,497.20	$22.00	$17,710.00	$18.00	$14,490.00
8	Remove Existing Concrete Sidewalk	363	SF	$21.42	$7,775.46	$8.75	$3,176.25	$19.00	$6,897.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Additive Bid "A"				**$18,272.66**		**$20,886.25**		**$21,387.00**
	Total Base Bid Plus Additive Bid "A"				**$72,866.37**		**$83,474.25**		**$95,416.00**
Additive Bid "B"									
9	Construct 4" Thick Concrete Sidewalk	858	SF	$12.74	$10,930.92	$22.00	$18,876.00	$18.00	$15,444.00
10	Remove Existing Concrete Sidewalk	423	SF	$18.26	$7,723.98	$8.35	$3,532.05	$19.00	$8,037.00
11	Remove and Relocate Bench	1	EA	$808.48	$808.48	$995.00	$995.00	$595.00	$595.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Additive Bid "A"				**$19,463.38**		**$23,403.05**		**$24,076.00**
	Total Base Bid Plus Additive Bid "A" Plus Additive Bid "B"				**$92,329.75**		**$106,877.30**		**$119,492.00**
Additive Bid "C"									
12	Construct 4" Thick Concrete Sidewalk	860	SF	$12.74	$10,956.40	$22.00	$18,920.00	$18.00	$15,480.00
13	Remove Existing Concrete Sidewalk	425	SF	$18.26	$7,760.50	$8.40	$3,570.00	$19.00	$8,075.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Additive Bid "C"				**$18,716.90**		**$22,490.00**		**$23,555.00**
	Total Base Bid Plus Additive Bid "A" Plus Additive Bid "B" Plus Additive Bid "C"				**$111,046.65**		**$129,367.30**		**$143,047.00**

License Status	Active	Active	Active
Sub's License Status	N/A	N/A	N/A
Bid Bond Company	CONTRACTORS BONDING AND INSURANCE COMPANY	OHIO CASUALTY INSURANCE COMPANY (THE)	GREAT MIDWEST INSURANCE COMPANY
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	N/A	N/A	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

2021 TDA Article 3
Transit Stop Access Improvement Project
Location Map

● Bus Stop Location

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 7/18/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Betterments & Improvements	101400	8501		$ 64,706.65
			$	$ 64,706.65

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
			$	$ 0.00

JUSTIFICATION: To facilitate funding for the construction of TDA 2021 Transit Stop Access Improvement Project (PL#S241005) to improve accessibility to ten (10) existing bus stop boarding areas to be in compliance with ADA standards. Funding for additional appropriation of $64,706.65 will be from the Capital Expense over $50k reserve account. The current balance of this reserve account is $906,084 and the new balance after appropriation will be $841,377.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

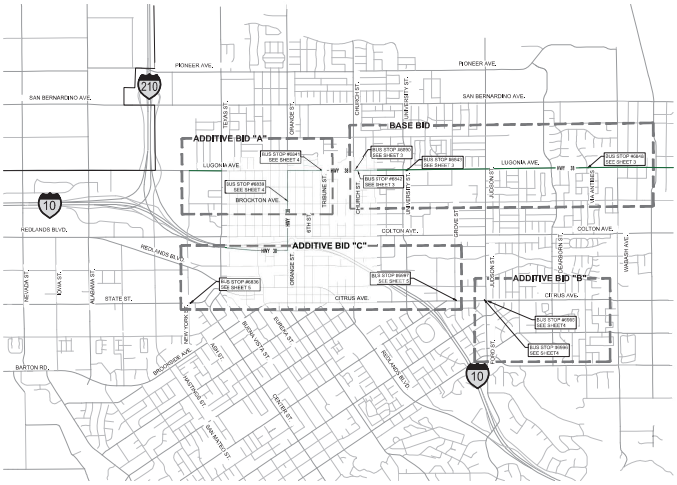
Approved by City Council:

Date: _____

Signed: _____
City Clerk

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
TDA 2021 TRANSIT STOP ACCESS IMPROVEMENT PROJECT
PROJECT NO. S241005

MARCH 2024



CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL T. BARICH, MAYOR PRO TEM
DENIS DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANAGER

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SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND VICINITY MAP
2	GENERAL NOTES, LEGEND, ABBREVIATION & DETAILS
3	PLAN SHEET - BASE BID
4	PLAN SHEET - ADDITIVE "A"
5	PLAN SHEET - ADDITIVE "B"
6	PLAN SHEET - ADDITIVE "C"

N
VICINITY MAP
NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

Revisions					
Letter	Description	Date	Initial	Initial	Initial

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TDA 2021 TRANSIT STOP IMPROVEMENT PROJECT
PROJECT NO. S241005
TITLE SHEET AND VICINITY MAP

Designed by: JS/VM Date: 07/2022
Checked by: DJN Date: 07/2022
Drawn by: JS/VM Date: 07/2022
Checked by: GKD Date: 07/2022

Reviewed by: 03/22/2023
Gerard J. Nikoncuac, Civil Engineer, R.C.E. 93330 Date
Approved by: 03/22/2023
Goutam K. Dakey, City Engineer, R.C.E. 83534 Date

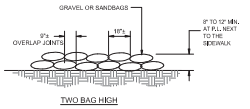
Sheet 1 of 5 Sheets
Scale Horiz. AS SHOWN
Vert. N/A

2391-ST

K:\Capital Projects\2021\2391-ST\Design\CAD\Plan Sheets\2391-ST-TS.dwg, 3/22/2023 7:47:11 AM, Gary

EROSION CONTROL GENERAL NOTES

1. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY EROSION CONTROL DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES, ESPECIALLY WHEN RAIN EVENT IS IMMINENT.
2. DEVICE SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE CITY INSPECTOR.
3. ALL PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORK DAY AS WELL AS THROUGH WEEKENDS AND HOLIDAYS.
4. AFTER A RAIN STORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, DESILTING BASINS AND OTHER EROSION CONTROL DEVICES.
5. ANY GRADED SLOPE SURFACE PROTECTION MEASURE DAMAGED DURING A RAIN STORM SHALL BE REPAIRED IMMEDIATELY.
6. FILL SLOPES AT CONSTRUCTION SITE PERIMETER MUST DRAIN AWAY FROM THE TOP OF THE SLOPES AT THE END OF EACH WORK DAY.
7. A COPY OF THE PROJECT'S EROSION CONTROL PLAN SHALL BE MAINTAINED AT THE CONSTRUCTION SITE AND BE ALWAYS AVAILABLE FOR REVIEW.
8. PROTECT ALL STORM DRAINAGE STRUCTURES FROM SEDIMENT CLOGGING BY PROVIDING INLET PROTECTION AT ALL OPENINGS.
9. AVOID CONDUCTING CONSTRUCTION WORK DURING WET WEATHER.
10. STORE CONSTRUCTION RELATED MATERIALS AWAY FROM DRAINAGE COURSES TO PREVENT CONTACT WITH STORM WATER.
11. PLACE DRIP PANS OR ABSORBENT MATERIALS UNDER CONSTRUCTION EQUIPMENT WHEN NOT IN USE.
12. CLEAN UP LEAKS AND SPILLS IMMEDIATELY USING ABSORBENT MATERIALS AND DISPOSE OF PROPERLY.
13. COLLECT AND REMOVE ALL BROKEN ASPHALT FROM THE SITE. REMOVED ASPHALT MUST BE DISPOSED OF PROPERLY.
14. KEEP WORK SITE CLEAN AND ORDERLY ON DAILY BASIS.
15. PROPERLY STORE PAINTS AND SOLVENTS.
16. PERMANENTLY MARK STORM DRAIN STRUCTURES IN A MANNER APPROVED BY THE CITY CONSTRUCTION INSPECTOR TO MINIMIZE INADVERTENT DISPOSAL OF RESIDUAL PAINTS, SOLVENTS OR ANY OTHER POLLUTANTS.
17. ALLOW CONSTRUCTION RELATED MATERIAL DELIVERY AND STORAGE ONLY IN DESIGNATED AREAS AND AVOID TRANSPORT NEAR DRAINAGE PATHS AND WATERWAYS.
18. MINIMIZE THE USE OF HAZARDOUS MATERIAL ON SITE.
19. USE WATERTIGHT DUMPSTERS FOR TRASH AND CONSTRUCTION WASTE.



TWO BAG HIGH

TYPICAL GRAVEL BAG DETAIL

SCALE: NTS

STREET MAINTENANCE

1. REMOVE ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS IMMEDIATELY.
2. SWEEP PAVED AREAS THAT RECEIVE TRAFFIC WHENEVER SEDIMENT BECOMES VISIBLE.
3. PAVEMENT WASHING WITH WATER IS PROHIBITED IF IT RESULTS IN A DISCHARGE TO THE STORM DRAIN SYSTEM.
4. REFER TO CASQA SE-7 STREET SWEEPING AND VACUUMING FOR ADDITIONAL GUIDANCE.

THE FOLLOWING BMP'S, WHERE APPLICABLE, SHALL BE IMPLEMENTED PER CASQA CONSTRUCTION BMP HANDBOOK FOR NON-STORMWATER MANAGEMENT AND MATERIAL MANAGEMENT

NS1 – WATER CONSERVATION PRACTICES
NS3 – PAVING AND GRINDING OPERATIONS
NS8 – ILLICIT CONNECTION/DISCHARGE
NS12 – CONCRETE CURING
NS13 – CONCRETE FINISHING
NS14 – MATERIAL AND EQUIPMENT USE

THE FOLLOWING BMP'S, WHERE APPLICABLE, SHALL BE IMPLEMENTED PER CASQA CONSTRUCTION BMP HANDBOOK FOR WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL

WM1 – MATERIAL DELIVERY AND STORAGE
WM2 – MATERIAL USE
WM3 – STOCKPILE MANAGEMENT
WM4 – SPILL PREVENTION AND CONTROL
WM5 – SOLID WASTE MANAGEMENT
WM6 – HAZARDOUS WASTE MANAGEMENT
WM7 – CONTAMINATION SOIL MANAGEMENT
WM8 – CONCRETE WASTE MANAGEMENT
WM9 – SANITARY/SEPTIC WASTE MANAGEMENT

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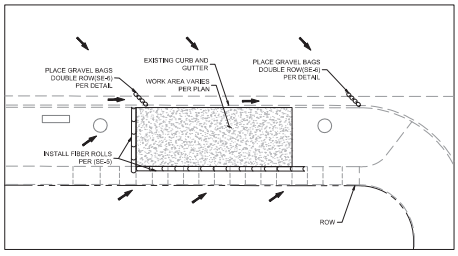
CONTRACTOR SHALL COORDINATE WITH OMNITRANS' STOPS AND STATIONS SUPERVISOR AT (909) 379-7153 FOR RELOCATION OF BUS STOP SIGNS.

EROSION CONTROL GENERAL NOTES CONTD.

20. COLLECT SITE TRASH AS NEEDED, ESPECIALLY DURING RAINY OR WINDY CONDITIONS. ARRANGE FOR REGULAR WASTE COLLECTION BEFORE CONTAINERS OVERFLOW.
21. PAINT BRUSHES OR CONTAINERS ARE TO BE CLEANED OUT ONLY AT THE DESIGNATED AREA, WHICH PROVIDES FOR THE FULL CONTAINMENT OF PAINT LADEN LIQUID AND RESIDUE FOR PROPER DISPOSAL.
22. PERFORM WASHOUT OF CONCRETE TRUCKS IN DESIGNATED AREAS ONLY. WASHOUT AREAS SHALL BE LOCATED AWAY FROM STORM DRAINS, OPEN DITCHES, STREETS OR ANY DRAINAGE COURSE.
23. TEMPORARY SANITATION FACILITIES SHALL BE MAINTAINED IN GOOD WORKING ORDER BY A LICENSED MAINTENANCE SERVICE PROVIDER
24. CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THIS PLAN THROUGHOUT CONSTRUCTION AND INDICATE ANY AND ALL REVISIONS/UPDATES ON THIS PLAN.
25. CONTRACTOR SHALL CONDUCT HIS/HER OPERATIONS IN A MANNER THAT STORMWATER WILL BE CONTAINED WITHIN THE PROJECT AREA OR CHANNELED INTO STORM DRAIN SYSTEM PROVIDED THAT DRAINAGE IS FREE OF POLLUTANTS, SEDIMENTS AND DEBRIS.
26. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE CONTRACTOR FROM CORRECTING ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. CONFORMANCE WITH THE REQUIREMENTS OF THIS PLAN SHALL IN NO WAY RELIEVE THE CONTRACTOR FROM HIS/HER RESPONSIBILITIES TO THE SITE AND ADJACENT PROPERTIES.
27. TEMPORARY EROSION CONTROL SHALL CONSIST OF, BUT NOT LIMITED TO, CONSTRUCTING SUCH FACILITIES AND TAKING SUCH MEASURES AS ARE NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD AND EROSION DAMAGE TO PUBLIC AND PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION ON THIS PROPERTY.
28. CLEARING AND GRUBBING SHOULD BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. EROSION CONTROL MEASURE SHALL BE IMPLEMENTED TO PROTECT AREAS WHICH HAVE BEEN CLEARED AND GRUBBED. THESE MEASURES MAY INCLUDE BUT SHALL NOT BE LIMITED TO; GRADED DITCHES, SAND OR GRAVEL BAGS, BARRIERS AND SILT FENCING. CARE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND LIMITS OF GRADING AND PREVENT SEDIMENT DISCHARGE WHILE CONSTRUCTION IS IN PROGRESS IN THE AREA.
29. SEDIMENT CONTROL SHALL BE USED AT THE TOE OF ANY ERODIBLE SLOPE.
30. CONTRACTOR SHALL IMMEDIATELY RESTORE ANY DAMAGED EROSION CONTROL MEASURE IN THE AREA DISTURBED BY CONSTRUCTION ACTIVITIES.
31. FACES OF FINISHED CUT AND FILL SLOPES SHALL BE PREPARED AND MAINTAINED TO CONTROL AGAINST EROSION. THESE PERMANENT EROSION CONTROL MEASURES MAY CONSIST OF ADEQUATE SEEDING, PLANTING AND JUTE MATTING. THE PROTECTION FOR THE SLOPES SHALL BE INSTALLED AS SOON AS PRACTICABLE AND PRIOR TO CALLING FOR FINAL APPROVAL.
32. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
33. CONTRACTOR/SUBCONTRACTOR SHALL BE FAMILIAR WITH AND TRAINED IN SEDIMENT AND EROSION CONTROL IN ACCORDANCE WITH THE CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA) STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK.
34. CONTRACTOR SHALL SWEEP STREETS ADJACENT AND CONNECTED TO THE CONSTRUCTION ZONE ON A DAILY BASIS.
35. COLD PATCH ASPHALT STORED ON SITE SHALL BE STORED ON AN IMPERVIOUS SURFACE AND SURROUNDED WITH A LINEAR SEDIMENT BARRIER



TYPICAL EROSION CONTROL DETAIL

1" = 10'

ABBREVIATION

BW	BACK OF WALK
C&G	CURB AND GUTTER
CLR	CLEAR
DDC	DOUBLE DETECTOR CHECK VALVE
FH	FIRE HYDRANT
FL	FLOW LINE
FS	FINISHED SURFACE
G	GUTTER
GB	GRADE BREAK
HP	HIGH POINT
HWY	HIGHWAY
INV	INVERT
MIN	MINIMUM
PB	PULL BOX (ELECTRICAL)
PP	POWER POLE
ROW	RIGHT OF WAY
SW	SIDEWALK
TC	TOP OF CURB
TYP	TYPICAL
WM	WATER METER
(X.XX)	EXISTING ELEVATION
X.XX	PROPOSED ELEVATION

LEGEND

PROPERTY LINE/ROW
EXISTING EDGE OF CONCRETE
EXISTING CHAIN LINK FENCE
EXISTING WOOD FENCE
GRAVEL BAGS
FLOW ARROW
FIBER ROLLS

CONSTRUCTION NOTES: BASE BID

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" THICK CONCRETE SIDEWALK	1832 SF
2	REMOVE EXISTING CONCRETE SIDEWALK	843 SF
3	RELOCATE ITEM PER PLAN	2 EA
4	PROTECT IN PLACE	PER PLAN

CONSTRUCTION NOTES: (ADDITIVE "A")

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" THICK CONCRETE SIDEWALK	805 SF
2	REMOVE EXISTING CONCRETE SIDEWALK	363 SF
4	PROTECT IN PLACE	PER PLAN

CONSTRUCTION NOTES: (ADDITIVE "B")

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" THICK CONCRETE SIDEWALK	858 SF
2	REMOVE EXISTING CONCRETE SIDEWALK	423 SF
3	RELOCATE ITEM PER PLAN	1 EA
4	PROTECT IN PLACE	PER PLAN

CONSTRUCTION NOTES: (ADDITIVE "C")

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" THICK CONCRETE SIDEWALK	860 SF
2	REMOVE EXISTING CONCRETE SIDEWALK	425 SF
4	PROTECT IN PLACE	PER PLAN

NOTE: THE REMOVAL OF EXISTING CONCRETE SIDEWALK MAY BE ADJUSTED TO MEET MINIMUM / MAXIMUM GRADE STANDARDS, VERIFY ALL SIDEWALK REMOVALS WITH CITY PRIOR TO DEMOLITION.

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S REPRESENTATIVE TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
2. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
3. ALL CONSTRUCTION SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
4. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AS NECESSARY FOR PUBLIC SAFETY. ALL WORK WITHIN 6-FEET OF THE SHOULDER WILL REQUIRE CLOSURE OF THE SHOULDER. ALL WORK WITHIN 6-FEET OF THE TRAVELED WAY WILL REQUIRE CLOSURE OF THAT LANE. A 4-FEET MINIMUM BUFFER SHALL BE MAINTAINED BETWEEN PEDESTRIAN AND WORK AREA.
5. ALL CONFLICTING SIGNS SHALL BE REMOVED OR RELOCATED BY THE CONTRACTOR. RELOCATABLE SIGNS SHALL BE INSTALLED AS SPECIFIED ON THE PLANS OR AS DETERMINED IN THE FIELD BY THE CITY ENGINEER'S REPRESENTATIVE.
6. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2021 EDITION, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION", 2021 EDITION, AND THE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER'S REPRESENTATIVE.
7. IF ANY DAMAGE OCCURS AS A RESULT OF THIS PROJECT, THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AT HIS EXPENSE.
8. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT 1-800-227-2600, TWO WORKING DAYS BEFORE YOU DIG.
9. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE PROJECT. SEE SECTION 01722 OF THE GENERAL REQUIREMENTS.
10. USE BEST MANAGEMENT PRACTICES (BMP) TO PREVENT AND CONTAIN ANY ILLEGAL DISCHARGES IN ACCORDANCE WITH CHAPTER 13.54 OF THE MUNICIPAL CODE AND THE TERMS OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. THIS IS TO REMAIN IN EFFECT FOR THE ENTIRE DURATION OF PROJECT CONSTRUCTION UNTIL COMPLETION AND ACCEPTANCE BY THE CITY ENGINEER'S REPRESENTATIVE.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL/DETOUR PLAN TO THE CITY ENGINEER'S REPRESENTATIVE FOR APPROVAL. ALL APPROVED CONSTRUCTION SIGNAGE SHALL BE IN PLACE PRIOR TO THE START OF WORK.
12. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OF WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.
13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ACCURATE "RECORD" DRAWINGS TO THE CITY UPON COMPLETION OF CONSTRUCTION.
14. PAVING WORK WITHIN TEN FEET OF ANY SHALLOW (1-1/2" OR LESS COVER) UNDERGROUND STRUCTURE OR UTILITY SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER'S REPRESENTATIVE.
15. ALL DELINEATORS, SIGNS, TRAFFIC CONES SHALL BE IN NEW CONDITION.
16. 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.
17. THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE 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.
18. ALL AGGREGATE BASE WILL CONSIST OF CRUSHED AGGREGATE BASE (CAB), CRUSHED MISCELLANEOUS BASE, FINE MIX (CMB) OR CLASS 2 BASE (3/4" MAX.) @ 95% COMPACTION.
19. USE DIMENSIONS ON PLANS (SHOWN DIMENSIONS) OVER SCALED DIMENSIONS.

CALTRANS PERMIT NUMBER
08-1W-34-AC-2293

BENCHMARK

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Revisions					
Letter	Description	Date	Initial	Initial	Initial

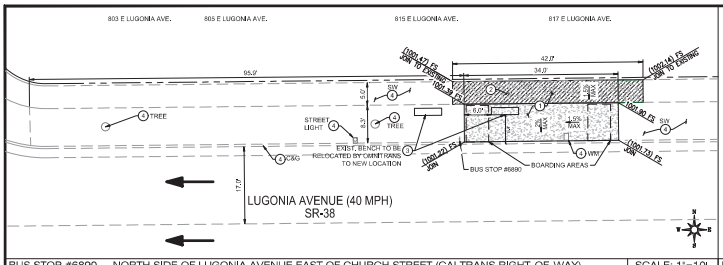
CITY OF REDLANDS
Municipal Utilities and Engineering Department

TDA 2021 TRANSIT STOP IMPROVEMENT PROJECT
PROJECT NO. S241005
GENERAL NOTES, LEGEND, ABBREVIATION & DETAILS

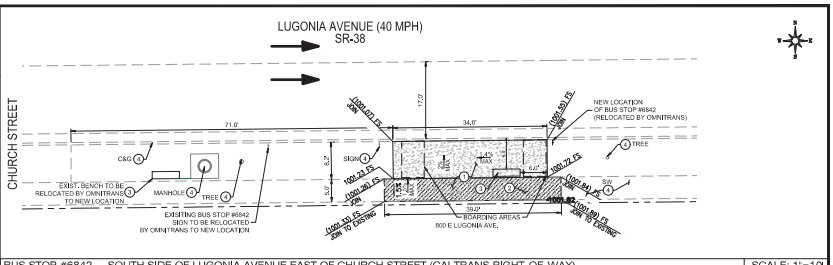
2391-ST

Designed by: JS/VM Date: 07/2022
Checked by: DJN Date: 07/2022
Drawn by: JS/VM Date: 07/2022
Checked by: GKD Date: 07/2022
Reviewed By: Gerard J. Nieuwenhuis, Civil Engineer, R.C.E. 83200 Date: 03/22/2023
Approved By: Gautam K. Dokey, City Engineer, R.C.E. 83534 Date: 03/22/2023
Sheet 2 of 5 Sheets
Scale: Horiz. AS SHOWN Vert. N/A

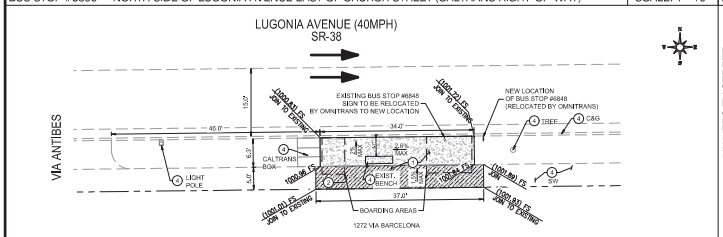
C:\Capital Projects\2400 Transportation Development Act – TDA\TDA 2021 Transit Stop Improvements\# DESIGN\2391-01 PLANS – Copy2_1.dwg



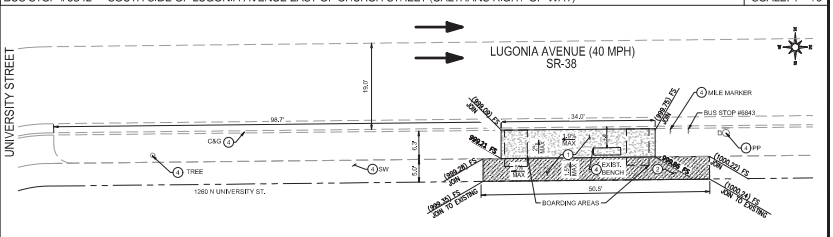
BUS STOP #6890 NORTH SIDE OF LUGONIA AVENUE EAST OF CHURCH STREET (CALTRANS RIGHT-OF-WAY) | SCALE: 1"=10'



BUS STOP #6842 SOUTH SIDE OF LUGONIA AVENUE EAST OF CHURCH STREET (CALTRANS RIGHT-OF-WAY) | SCALE: 1"=10'



BUS STOP #6848 SOUTH SIDE OF LUGONIA AVENUE EAST OF VIA ANTIBES (CALTRANS RIGHT-OF-WAY) | SCALE: 1"=10'



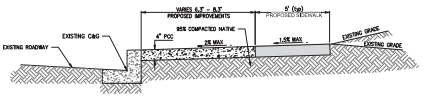
BUS STOP #6843 SOUTH SIDE OF LUGONIA AVENUE EAST OF UNIVERSITY STREET (CALTRANS RIGHT-OF-WAY) | SCALE: 1"=10'

BASE BID

CONSTRUCTION NOTES: (BASE BID)

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" THICK CONCRETE SIDEWALK	1652 SF
2	REMOVE EXISTING CONCRETE SIDEWALK	843 SF
3	RELOCATE ITEM PER PLAN	2 EA
4	PROTECT IN PLACE	PER PLAN

NOTE:
1. BUS STOPS SHALL CONFORM WITH THE ADA STANDARD REQUIREMENTS OF CALTRANS DIB 82-06 (PEDESTRIAN ACCESSIBILITY GUIDELINES FOR HIGHWAY PROJECTS) SECTION 4.31.16 (BUS STOPS).
2. ALL WORK WITH CALTRANS/STATE RIGHT-OF-WAY SHALL BE DONE ACCORDING TO THE LATEST 2018 CALTRANS STANDARDS PLANS AND SPECIFICATIONS.



TYPICAL CROSS SECTION
N.T.S.

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

CONTRACTOR SHALL COORDINATE WITH OMNITRANS' STOPS AND STATIONS SUPERVISOR AT (909) 379-7153 FOR RELOCATION OF BUS STOP SIGNS.

LEGEND
CONSTRUCT CONCRETE SIDEWALK
REMOVE CONCRETE SIDEWALK

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TDA 2021 TRANSIT STOP IMPROVEMENT PROJECT
PROJECT NO. S241005

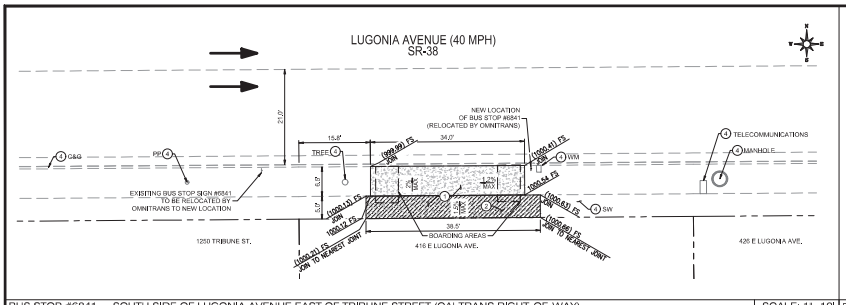
BASE BID

Designed by: JS/VM Date: 07/2022
Checked by: DJN Date: 07/2022
Drawn by: JS/VM Date: 07/2022
Checked by: GKD Date: 07/2022

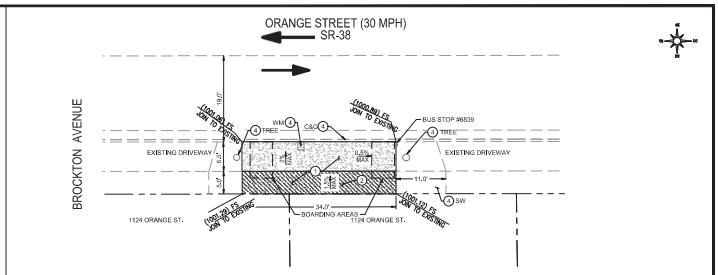
Reviewed By: 03/22/2023
Gerard J. Niemeyer, Civil Engineer, R.C.E. 83030 Date
Approved By: 03/22/2023
Gustavo V. Gibbs, City Engineer, R.C.E. 83534 Date

Sheet 3 of 5 Sheets
Scales: Horiz. AS SHOWN Vert. N/A

2391-ST



BUS STOP #6841 SOUTH SIDE OF LUGONIA AVENUE EAST OF TRIBUNE STREET (CALTRANS RIGHT-OF-WAY) | SCALE: 1"=10'

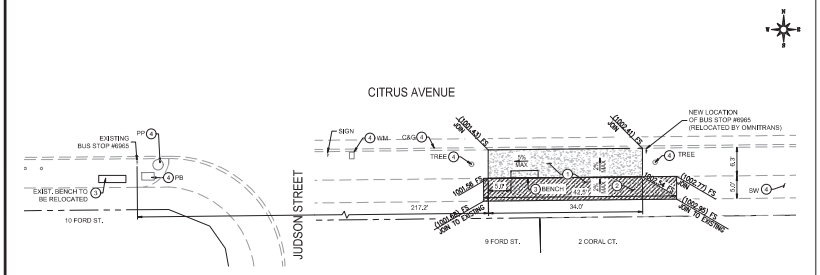


BUS STOP #6839 EAST SIDE OF ORANGE STREET NORTH OF BROCKTON AVENUE (CALTRANS RIGHT-OF-WAY) | SCALE: 1"=10'

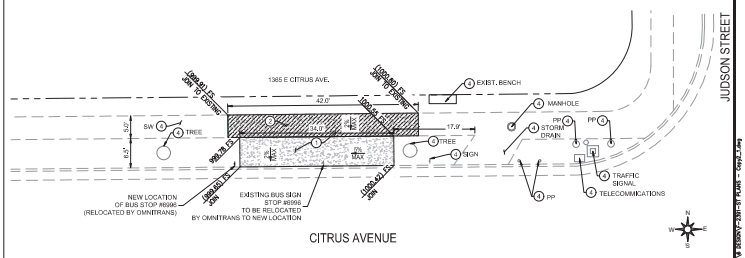
ADDITIVE BID "A"

CONSTRUCTION NOTES: (ADDITIVE "A")

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" THICK CONCRETE SIDEWALK	805 SF
2	REMOVE EXISTING CONCRETE SIDEWALK	369 SF
4	PROTECT IN PLACE	PER PLAN



BUS STOP #6965 SOUTH SIDE OF CITRUS AVENUE EAST OF JUDSON STREET | SCALE: 1"=10'



BUS STOP #6996 NORTH SIDE OF CITRUS AVENUE WEST OF JUDSON STREET | SCALE: 1"=10'

ADDITIVE BID "B"

CONSTRUCTION NOTES: (ADDITIVE "B")

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" THICK CONCRETE SIDEWALK	856 SF
2	REMOVE EXISTING CONCRETE SIDEWALK	423 SF
3	RELOCATE ITEM PER PLAN	1 EA
4	PROTECT IN PLACE	PER PLAN

LEGEND

CONSTRUCT CONCRETE SIDEWALK

REMOVE EXISTING CONCRETE SIDEWALK

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

CONTRACTOR SHALL COORDINATE WITH OMNITRANS' STOPS AND STATIONS SUPERVISOR AT (909) 379-7153 FOR RELOCATION OF BUS STOP SIGNS.

LINE IS 2 INCHES AT FULL SIZE IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

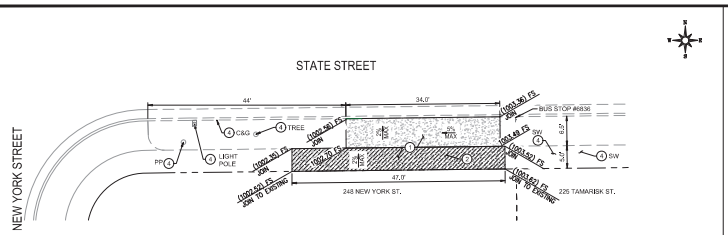
CITY OF REDLANDS
Municipal Utilities and Engineering Department

TDA 2021 TRANSIT STOP IMPROVEMENT PROJECT
PROJECT NO. S241005

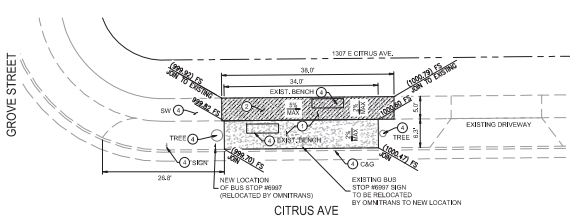
ADDITIVE "A" & "B"

Designed by: JS/VM Date: 07/2022
Checked by: DJN Date: 07/2022
Drawn by: JS/VM Date: 07/2022
Checked by: GKD Date: 07/2022
Reviewed By: Gerard J. Nieznanski, Civil Engineer, R.C.E. 83030 Date: 03/22/2023
Approved By: Gustavo V. Zabeg, City Engineer, R.C.E. 83534 Date: 03/22/2023
Sheet 4 of 5 Sheets
Scale: Horiz. AS SHOWN Vert. N/A

2391-ST



BUS STOP #6836 SOUTH SIDE OF STATE STREET EAST OF NEW YORK STREET | SCALE: 1"=10'



NOTE: EXISTING BENCHES TO BE REPLACED BY OMNITRANS. COORDINATE REPLACEMENT WITH OMNITRANS.

BUS STOP #6997 NORTH SIDE OF CITRUS AVENUE EAST OF N GROVE STREET | SCALE: 1"=10'

ADDITIVE BID "C"

CONSTRUCTION NOTES: (ADDITIVE "C")

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" THICK CONCRETE SIDEWALK	850 SF
2	REMOVE EXISTING CONCRETE SIDEWALK	425 SF
4	PROTECT IN PLACE	PER PLAN

LEGEND

CONSTRUCT CONCRETE SIDEWALK

REMOVE EXISTING CONCRETE SIDEWALK

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

CONTRACTOR SHALL COORDINATE WITH OMNITRANS' STOPS AND STATIONS SUPERVISOR AT (909) 379-7153 FOR RELOCATION OF BUS STOP SIGNS.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TDA 2021 TRANSIT STOP IMPROVEMENT PROJECT
PROJECT NO. S241005

ADDITIVE "C"

Designed by: JS/VM
Date: 07/2022
Checked by: DJN
Date: 07/2022
Drawn by: JS/VM
Date: 07/2022
Checked by: GKD
Date: 07/2022

Reviewed By: 03/22/2023
Gerard J. Nieznanski, Civil Engineer, R.C.E. 83030 Date
Approved By: 03/22/2023
Gustavo V. Zabeg, City Engineer, R.C.E. 83534 Date

Sheet 5 of 5 Sheets
Scales: Horiz. AS SHOWN
Vert. N/A

2391-ST

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

TDA 2021 Transit Stop Access Improvement Project
Project No. S241005

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

March 2023

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

TDA 2021 Transit Stop Access Improvement Project
Project No. S241005

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

March 2023

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TDA 2021 Transit Stop Access Improvement Project

Project No. S241005

TABLE OF CONTENTS

(XX) REFLECTS PAGE IDENTIFICATION FOOTER ABBREVIATION

NOTICE INVITING SEALED PROPOSALS (NIB)

BID DOCUMENTS (BD)

INSTRUCTIONS TO BIDDERS 1
PROPOSAL… 10
BID CERTIFICATION 15
BID BOND…. 16
NON-COLLUSION AFFIDAVIT 17
STATEMENT BY BIDDER 18
OFFICERS OF CORPORATION (Members of Firm) 18
SUB-CONTRACTORS LIST 19
QUALIFICATION AND EXPERIENCE STATEMENT 20
GENERAL INFORMATION 21

CONTRACT DOCUMENTS (CD)

PUBLIC WORKS CONSTRUCTION CONTRACT……1
WORKER'S COMPENSATION INSURANCE CERTIFICATION…….4
FAITHFUL PERFORMANCE BOND……...…...5
LABOR AND MATERIAL BOND……...7

GENERAL CONDITIONS (GC)

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS 1
SECTION 2 - SCOPE OF THE WORK 2
SECTION 3 - CONTROL OF THE WORK 3
SECTION 4 - CONTROL OF MATERIALS 7
SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES 8
SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK 30
SECTION 7 - MEASUREMENT AND PAYMENT 32
SECTION 8 - FACILITIES FOR AGENCY PERSONNEL 33
SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS 33
SECTION 10 - TRENCHING AND EXCAVATION 33
SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES 34

SECTION 200 - ROCK MATERIALS 35
SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS 36
SECTION 203 - BITUMINOUS MATERIALS 36
SECTION 206 - MISCELLANEOUS METAL ITEMS 37
SECTION 207 – GRAVITY PIPE 38
SECTION 211 - MATERIAL TESTS 38
SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS 38
SECTION 300 - EARTHWORK 39
SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS 43
SECTION 302 - ROADWAY SURFACING 48
SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION 58
SECTION 304 - METAL FABRICATION AND CONSTRUCTION 62
SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION 62
SECTION 307 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS 64
SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION 70

GENERAL REQUIREMENTS

SECTION 01110 COORDINATION OF WORK
SECTION 01110 TRAFFIC CONTROL PLAN
SECTION 01112 DESCRIPTION OF WORK
SECTION 01200 MEASUREMENT AND PAYMENT
SECTION 01251 CHANGE ORDER REQUESTS
SECTION 01254 CHANGE ORDERS
SECTION 01298 SCHEDULE OF VALUES
SECTION 01321 CONSTRUCTION SCHEDULE
SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY
SECTION 01323 CONSTRUCTION STATUS REPORTS
SECTION 01330 SUBMITTALS
SECTION 01581 CONSTRUCTION INFORMATION SIGNS
SECTION 01721 MOBILIZATION
SECTION 01740 DEMOBILIZATION

TECHNICAL SPECIFICATIONS

SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

APPENDIX

APPENDIX A CHECKLIST OF LABOR LAW REQUIREMENTS
APPENDIX B CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

APPENDIX C PERMITS
APPENDIX D SAFETY DOCUMENTS

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
TDA 2021 Transit Stop Access Improvement Project
Project No. S241005

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 **June 17, 2024**, up to the hour of **2:30 p.m.,** at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: TDA 2021 Transit Stop Access Improvement Project, Project No. S241005.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A" or "Class C-8" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Veronica Medina, Project Manager, at 909-798-7584 Ext 6. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Dated this 21st day of May, 2024

Jeanne Donaldson, City Clerk
City of Redlands

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
TDA 2021 Transit Stop Access Improvement Project
Project No. S241005

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: TDA 2021 Transit Stop Access Improvement Project,
Project No. S241005

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" or "Class C-8" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

TDA 2021 Transit Stop Access Improvement Project
Project No. S241005

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE
BASE BID

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Base Bid Price)	LUMP SUM	N/A	$_____
2	Traffic and Pedestrian Control	LUMP SUM	N/A	$_____
3	Construct 4" Thick Concrete Sidewalk	1,832 SF	$_____/SF	$_____
4	Remove Existing Concrete Sidewalk	843 SF	$_____/SF	$_____
5	Remove and Relocate Bench	2 EA	$_____/EA	$_____
6	Demobilization	LUMP SUM	N/A	$_____
BASE BID TOTAL PRICE (ITEMS 1-6)				$_____

ADDITIVE BID "A"

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
7	Construct 4" Thick Concrete Sidewalk	805 SF	$_____/SF	$_____
8	Remove Existing Concrete Sidewalk	363 SF	$_____/SF	$_____
	ADDITIVE BID "A" TOTAL PRICE (ITEMS 7-8)			**$_____**

ADDITIVE BID "B"

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
9	Construct 4" Thick Concrete Sidewalk	858 SF	$_____/SF	$_____
10	Remove Existing Concrete Sidewalk	423 SF	$_____/SF	$_____
11	Remove and Relocate Bench	1 EA	$_____/EA	$_____
	ADDITIVE BID "B" TOTAL PRICE (ITEMS 9-11)			**$_____**

ADDITIVE BID "C"

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
12	Construct 4" Thick Concrete Sidewalk	860 SF	$_____/SF	$_____
13	Remove Existing Concrete Sidewalk	425 SF	$_____/SF	$_____
	ADDITIVE BID "C" TOTAL PRICE (ITEMS 12-13)			**$_____**

BID SUMMARY TABLE
BASE BID AND ADDITIVE BID ITEM TOTALS

BASE BID	**Total (in figures)**
Base Bid Total: (Transfer from BD 10)	$_____
Last Minute Additions/Deductions* for Bid Item No. _____ (specify No.)	$_____
Base Bid Total plus all Last Minute Additions/Deductions noted prior to this sum: _____ (written in words)	$_____
BASE BID PLUS ADDITIVE BID "A"	**Total (in figures)**
Additive Bid "A" Total: (Transfer from BD 11)	$_____
Last Minute Additions/Deductions* for Bid Item No. _____ (specify No.)	$_____
Base Bid Total plus Additive Bid "A" Total plus all Last Minute Additions/Deductions noted prior to this sum: _____ (written in words)	$_____
BASE BID PLUS ADDITIVE BID "A" AND "B"	**Total (in figures)**
Additive Bid "B" Total: (Transfer from BD 11)	$_____
Last Minute Additions/Deductions* for Bid Item No. _____ (specify No.)	$_____
Base Bid Total plus Additive Bid "A" Total plus Additive Bid "B" Total plus all Last Minute Additions/Deductions noted prior to this sum: _____ (written in words)	$_____
BASE BID PLUS ADDITIVE BID "A", "B", AND "C"	**Total (in figures)**
Additive Bid "B" Total: (Transfer from BD 11)	$_____
Last Minute Additions/Deductions* for Bid Item No. _____ (specify No.)	$_____
Base Bid Total plus Additive Bid "A" Total plus Additive Bid "B" Total plus Additive Bid "C" Total plus all Last Minute Additions/Deductions noted prior to this sum: _____ (written in words)	$_____

Values that will be read aloud during bid opening.

* 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 (c) as the lowest bid price on the Base Bid Total of the Bid Summary Table. If available funding allows for additional work, then the low bid determination will be re-evaluated as the lowest bid on the Base Bid plus Additive Bid "A" line within the Bid Summary Table. If available funding allows for additional work, then the low bid determination will be re-evaluated as the lowest bid on the Base Bid plus Additive Bid "A" and Additive Bid "B" line the Bid Summary Table. If available funding allows for additional work, then the low bid determination will be re-evaluated as the lowest bid on the Base Bid plus Additive Bid "A", Additive Bid "B", and Additive Bid "C" line the Bid Summary Table.

The amount of available funding will be made available prior to opening of the first bid.

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. Bid Bond shall be 10 percent of Base Bid plus Additive Bid "A", "B", and "C" line of the Bid Summary Table.

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. S241005.

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. S241005 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. S241005, 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. S241005 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 20__, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **TDA 2021 Transit Stop Improvement Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **TDA 2021 Transit Stop Improvement Project, Project No. S241005** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within Forty Five (45) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
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
TDA 2021 Transit Stop Improvement Project,
Project No. S241005

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 _____ 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.

6-3.1 General. - *Add the following sentence:*
The time of completion of the Contract shall be expressed in consecutive calendar days.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per calendar day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such

notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise

ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*

No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be

inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose

material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
    4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
    4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus

material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*

All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is

necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)	■	■		
CURE PERIOD (2)			■	
MANHOLE ADJUST TO GRADE (3)				■
STRIPING & PAVEMENT MARKINGS (4)				■
TRAFFIC LOOPS (5)				■
NO PARKING SIGNS ALLOWED (6)	■	■		■

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the

placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures,

manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City’s right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in

writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*

PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION
304-3 CHAIN LINK FENCE.
304-3.4 Measurement and Payment. - ***Delete paragraph 1 and replace with:***
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS.

306-1.1.3 Maximum and Minimum Width of Trench. - *Amend as follows:*

Add the following sentence to paragraph 4:
If additional payment is to be requested, the Contractor shall make written request and receive approval from the Engineer before any excavation is begun.

Add the following sentence to paragraph 5:
If additional payment is to be requested, the Contractor shall make written request and receive approval from the Engineer before any excavation is begun**.**

306-1.1.6 Bracing Excavations. - *Add the following paragraphs*

The Contractor shall submit a bracing plan, prepared by a registered engineer authorized to perform this type of work, as allowed by state statute. The bracing plan shall be stamped and signed by the engineer, and submitted as specified.

The bracing plan shall be submitted for review and acceptance by the Engineer prior to the start of any excavation work requiring bracing and shall include plate data as specified in 306-1.1.7.

306-1.1.7 Plate Installation. - *Add this subsection:*

When plating across an open trench is required or necessary due to the Contractor's operations, the trench shall be adequately and properly braced to stabilize trench edges to support a minimum H20 load rating. Plates shall be installed with a minimum clearance from the trench edge on each side as shown on the bracing plan. The maximum plate span across a trench shall be shown on the bracing plan.

Plate contact area shall be cold milled to a depth equal to the plate thickness, allowing a smooth transition from plate surface to existing roadway pavement surface. The cold mill area shall not exceed the plate edge by more than 1 inch (25 mm) maximum.

All costs for plate use, including cold milling, shall be borne by the Contractor, and no additional compensation shall be made therefore.

306-1.2 Installation of Pipe. - *Add the following paragraphs:*

Before installation of pipelines, the Contractor shall have constructed curb and gutter, and cut street to the appropriate subgrade depth. This requirement shall be waived for the installation of storm drain and sewer piping, which shall be installed prior to the curb and gutter construction.

"Pipelines" as referred to in the previous paragraph shall include potable water mains, nonpotable water mains, irrigation mains, electrical conduits, telephone conduits, television conduits, gas mains, and any other underground pipeline or conduit, except storm drain and sewer. This shall include all laterals, services, and other appurtenances for the "pipelines".

306-1.2.1.2 Bedding for Narrow Trenches. - *Amend paragraph 1 as follows:*

"Narrow trenches are defined as 12 inches (305 mm) or less in width."

306-1.2.2 Pipe Laying. - *Add the following paragraph:*

Concrete collars, plugs, anchors, thrust blocks, stabilizers and bulkheads shall be included as work under this item.

306-1.3.1 General. - *Amend the following:*

Amend paragraph 4 as follows:
"When the depth of cover of the top pipe or cable is less than 30 inches (760mm), the top 24 inches (600mm) of backfill, measured from the surface, shall be compacted to 95 percent relative compaction."

Add the following paragraph:
All trench backfill shall be compacted to a minimum 95 percent relative compaction, unless otherwise specified by the Engineer.

306-1.5.1 Temporary Resurfacing. - *Delete the last 2 paragraphs, replace with the following:*

The price bid for underground conduit construction shall include full compensation for furnishing, placing, maintaining, removing and disposing of temporary resurfacing materials.

306-1.6 Basis of Payment for Open Trench Installations. - *Amend the following:*

Amend the first sentence of paragraph 1:

"Pipe and conduit shall be measured along the horizontal axis between the ends as laid and shall include the actual pipe in place and shall not include the inside dimensions of structures."

Amend the first sentence of paragraph 2:
"The Contract Unit Price per linear foot (meter) for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, concrete collars, plugs, bulkheads and specials shown on the Plans; the removal of interfering portions of existing sewers, storm drains, and improvements; the closing or removing of abandoned conduit and structures; the excavations of the trench; the control of ground and surface waters; the preparation of subgrade; placing and joining pipe; backfilling the trench; permanent resurfacing; and all other work (excluding temporary resurfacing) necessary to install the pipe or conduit, complete in place."

Add the following paragraph:
In all items involving pipelines, 90 percent of the pipe item unit price will be included in progress estimates when all work except testing and clean up has been completed. An additional 5 percent will be included in progress estimates when a section of pipeline has satisfactorily met all test requirements and the remaining 5 percent will be included in progress estimates when clean up of a section of pipeline, including permanent trench resurfacing, has been completed.

306-2 JACKING OPERATIONS.

306-2.6 Payment. - *Add the following sentence to paragraph 1:*

If rocks, boulders, or debris of any type are encountered during operations, all removal, repair and correction costs including delay time and costs shall be borne by the Contractor and no additional compensations shall be made therefore.

SECTION 307 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-1 GENERAL. - *Amend the following:*

Add the following paragraphs:
Any person performing electrical work subject to the certification requirements of Labor Code sections 3099 et seq. shall be certified, as required by law, prior to, and throughout, the performance of such work.

Add the following paragraphs:
Inspection shall be required at the following stages: (1) prior to pouring foundation concrete, excavation dimensions shall be verified; (2) prior to placement of a standard, foundation and anchor bolts shall be verified; and (3) prior to pouring the cap, connections, ground bond and luminary shall be verified.

There shall be no structure(s) encased in foundation concrete. Foundation concrete shall be held 4 inches to 5 inches (102 mm to 127 mm) below top of curb grade.

Anchor bolts shall be held by a template with the top of each bolt a maximum 1/2 inch (13 mm) below top of curb or a maximum ½ inch (13 mm) below top of sidewalk if set behind sidewalk.

The top of foundation concrete shall be cleaned of all foreign objects before foundation cap is poured. Standard shall be plumb and tightened prior to foundation cap placement.

Foundation cap shall be formed to a minimum dimension of 32 inches (813 mm) wide, centered to the light standard and from the back of curb to a point 9 inches (229 mm) beyond the back of the light standard. The cap slope shall be equivalent to adjacent sidewalk or shall be 2 percent from the top of curb in parkway. Cap shall be poured to encase anchor bolts and flow under street light standard so that the pole butt is encased.

307-8 FOUNDATIONS, FOUNDATION CAPS AND SLABS.

307-8.2 Foundations. - *Amend the following*:

Amend the first sentence of paragraph 2 as follows:
"Foundations shall cure for 72 hours before erecting standards and 72 hours before erecting mast arms."

Amend the second sentence of paragraph 2 as follows:
"Pile foundations shall cure for 72 hours before erecting standards and 7 days before erecting mast arms."

Add the following paragraphs:
Minimum foundation dimensions shall be 32 inches x 32 inches x 46 inches (813 mm x 813 mm x 1,168 mm) or when bored with an auger shall be 32 inches x 60 inches (813 mm x 1,524 mm).

Foundation and cap concrete shall be as specified in Section 201-1. Cap concrete shall have a light broom finish.

There shall be an 8 foot x 5/8 inch (2.4 m x 16 mm) copper-clad ground rod placed in the center of the base and extended 3 inches (76 mm) above curb level with a ground clamp installed at the top.

307-8.3 Foundation Caps. - *Amend the first sentence of paragraph 1 as follows:*

"Foundation caps shall be the same color, finish, and material as the adjacent sidewalk, and be a minimum thickness of 4 inches (102mm) thick or unless otherwise specified in the Special Provisions."

307-8.4 Concrete Slabs. - *Amend the first sentence of paragraph 1 as follows:*

"Wherever the edge of a concrete foundation extends within 18 inches (450mm) of any existing concrete improvement, a concrete slab with a minimum thickness of 4 inches (102mm) or as specified in the Special Provisions shall be extended to meet the existing improvement."

307-10 STANDARDS, PEDESTALS AND MAST ARMS. - *Add the following paragraphs:*

Standard shall be set square with the street or as directed by the Engineer. Standard shall be centered 24 inches (610 mm) behind curb face or as shown on the plan.

The access door at the base of the standard shall be a minimum ½ inch (13 mm) to a maximum 2 inches (51 mm) above the top of adjacent curb or sidewalk.

Anchor bolts shall have no threads exposed above top of nut when final tightening is completed.

307-11 PULL BOXES. - *Amend the following:*

Amend (b) of paragraph 3 as follows:
"150 feet for street lighting systems, and"

Add the following sentence to paragraph 4:
Conduit entering a pull box shall extend a minimum 3 inches (76 mm) above the rock base.

Add the following paragraph:
Double depth pull boxes shall be grouted on the inside, as specified. Pull boxes shall be located as shown on the plans and installed at either sidewalk or curb grade.

307-12 CONDUIT. - *Amend the following:*

Amend the first sentence of paragraph 6 as follows:
"Detector, telephone interconnect, or street lighting conduit shall be 1-1/4 inch (32 mm) nominal size unless otherwise specified in the Special Provisions."

Delete the second sentence of paragraph 6 and replace with the following:
"Direct interconnect and utility service conduit shall be 2 inch (51 mm) nominal size unless otherwise specified or required by agency or utility."

Add the following sentence to paragraph 6:
Traffic Signal conduit size shall be as specified in Section 209-2.3.

Amend the second sentence of paragraph 2 as follows:
"Conduit placed behind a curb shall not be less than 18 inches (457 mm) nor more than 36 inches (900mm) below the top of the curb."

Add the following sentence to paragraph 9:
There shall be no more than 2 conduits in each foundation.

Amend the first sentence of paragraph 7 as follows:
" not be less than 3 inches (76 mm) above the bottom of the box."

Add the following paragraph:

Contractor shall be required to install traffic signal interconnect conduit, with pull rope, between new traffic signal controller and any existing traffic signal controller located within 1,500 feet (457 m).

307-13 WIRES, CONDUCTORS AND CABLES.

307-13.1 General. - *Add the following paragraph:*

All conductors shall be new and in their original packaging.

307-14 SERVICES.

307-14.1 General. - *Add the following paragraph:*

When a service pedestal is installed in an unpaved area, a slab shall be constructed per Section 307-4.11.

307-17 TRAFFIC SIGNAL CONSTRUCTION.

307-17.2.2 Controller Cabinet Wiring Diagrams. - *Amend the following:*

Add the following sentence to paragraph 1:
Traffic signal Phase 4 shall face north, for southbound traffic.

Add the following paragraphs:
A representative from the traffic controller manufacturer shall be onsite at the time of signal activation and shall install timing and coordination provided by the Engineer.

All software and current upgrades, at the time of installation, for the controller and conflict monitor shall be provided to the City.

307-17.3 Pull Box Covers. - *Amend the following:*

Amend the first sentence as follows:
"Pull box covers to be installed in traffic signal systems or combined traffic signal and multiple circuit street lighting systems conforming to 209-4.2.3, shall conform to 209-3.7 and shall be inscribed "STREET LIGHTING"."

Add the following sentence to paragraph 1:
Lid shall have two 1 inch (10 mm) brass bolts for fastening.

307-17.5.1 General. - *Add the following paragraph:*

Tape color codes for traffic signal phases shall be as follows: 0 - black; 1 - brown; 2 - red; 3 - orange; 4 - yellow; 5 - green; 6 - blue; 7 - violet; 8 - gray; 9 - white.

All cables shall be phase taped to match signal phasing. Cable splicing shall not be allowed in pull boxes.

307-17.6.1 General. - *Amend the following:*

Delete the first two sentences of paragraph 2 and replace with the following:
All signal and arrow indications shall be 12 inches (305 mm).

Add the following paragraph:
Traffic heads, pedestrian heads and shields shall be aluminum. Heads, hardware, etc. shall be flat black. Vehicle faces shall be 12 inches (305 mm). All red, yellow, green and "hand man" indicators shall be LED type. Pedestrian lenses shall be mechanically connected to the visor "egg crate." Silicone glue shall not be allowed. Lamp sockets shall not be plastic and shall not be held to the lens by use of a clip. The Contractor shall furnish per traffic signal installed, one of each color and type, spare vehicle and pedestrian LED's to the City.

307-17.7.3.1 General. - *Add the following paragraphs:*
If allowed by the Engineer, approach and advance loops shall each have a lead-in cable. Cables shall have the appropriate color phase tape and advance loop cables shall have two bands of the appropriate color phase tape. Loops shall be in series. Advance loops shall be connected to the top detector.

Loops are to be installed as shown and/or dimensioned on the plans. When lane width is greater than 15 feet (4.6 m), excluding parking lane, a second loop shall be installed perpendicular to each loop shown on the plans for said lane. Loops shall be installed in the center of each lane, or equally spaced for lanes greater than 15 feet (4.6 m) in width.

Loop detector wires may be spliced in pull boxes if necessary. Permanent splices shall be crimped and soldered. Contractor may substitute shrink tubing, as specified in Section 209-5.3.1 of these specifications, in lieu of crimping and soldering. Wire nuts may be used for temporary connections only.

307-17.8.2 Pedestrian Push Buttons. - *Add the following sentence:*
Pedestrian push buttons shall be de-isolated with no cabinet logic ground leaving the controller cabinet.

307-17.10 Controller Foundation. Traffic signal controller foundations shall extend a minimum 18 inches (457 mm) and a maximum of 20 inches (508 mm) above finish grade, and be sized as necessary to fit the controller cabinet with a 1 inch (25 mm) lip, including the 1/2 inch (13 mm) chamfer, beyond outside cabinet dimensions. Cabinet shall be sealed on the concrete foundation with a silicon bead placed under the cabinet edge as it is set in place.

307-17.11 Reflectorized Street Name Sign Placement and Mounting. Top of sign frame shall have two free swinging mounting brackets manufactured from aluminum, bronze and stainless steel, as specified. 8 inch (203 mm) stainless steel bolts shall allow for fine adjustment. Dampening springs shall be used. Each swing bracket shall be adjusted vertically for leveling of the sign to fit

mast arm angles. The bracket assembly shall permit the S.S.G. unit to swing perpendicular to the support hardware.

Hardware used to attach the sign and swing assembly to the mast arm shall by “Y-brackets,” “EZ-L brackets” or approved equal.

EZ-L brackets shall be a three piece telescoping design to adjust from 12 inches (305 mm) to 28 inches (711 mm) in 1 inch (25 mm) increments without additional adapters. The outside tube shall be 1-3/4 inches x 1-1/2 inches (44 mm x 38 mm) with a wall thickness of 5/32 inch (4 mm). The middle tube shall be 1-1/2 inches x 1-1/4 inches (38 mm x 32 mm) with wall thickness of 5/32 inch (4 mm) and one wall having a thickness of □ inch (10 mm) and threaded for two □ inch (10 mm) stainless steel holding bolts with external tooth lock washers. The inside tubes shall fit firmly within each other and slide smoothly. Safety tabs shall be located on the ends of each tube and will not allow the tubes to completely separate from each other during shipping and installation procedures. When installing EZ-L bracket, the middle tube should be extended first, then the inside tube.

The Y-bracket shall be one piece solid aluminum extrusion construction. There shall be four slots in the bracket to accommodate two 3/4 inch (19 mm) wide stainless steel straps side by side. Strapping shall have a minimum thickness of 0.020 inches (½ mm). The EZ-L bracket shall attach to the Y-bracket with a ½ inch (13 mm) stainless steel bolt, lock washer and ny-lock nut.

When installation of the S.S.G. sign to the mast arm is complete, the S.S.G. sign shall swing freely in both directions when moved by the installer without any binding or hindrance being felt, allowing the sign to move freely under normal weather conditions.

307-18 TESTING.

307-18.1 General. - *Add the following paragraph:*
Luminares shall be in operation for 5 days prior to final acceptance.

SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION

308-4 PLANTING.

308-4.6.1 Method “A” Tree Staking. - *Delete paragraph 1 in its entirety and replace with the following:*

The tree shall be staked with 2 inch (51 mm) diameter x 8 feet (2.4 m) minimum length lodge poles or approved equal, installed vertically, positioned at least 6 inches (152 mm) from the trunk at ground level, and a minimum 30 inches (762 mm) into the soil in a manner to avoid injury to the roots or breaking the root ball. The trunk shall be secured to the poles with two sets of ties as specified.

308-5 IRRIGATION SYSTEM INSTALLATION.

308-5.3 Installation of Valves, Valve Boxes, and Special Equipment. - *Add the following to paragraph 7:*

The backflow preventer enclosure shall be mounted on a portland cement concrete strip, 8 inches (203 mm) wide by 12 inches (305 mm) deep. Width dimension may vary as required to secure enclosure to concrete. Concrete strip shall be constructed specifically for mounting and securing the enclosure.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10' thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE -- GENERAL

1.1 SEQUENCING OF WORK

The Contractor shall submit the construction schedule in accordance with Section 01321 of these specifications.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Citywide events calendar shall be considered with the schedule for construction. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.

2. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.

3. Utilities Project (sewer & water) may be under construction concurrently. Detailed construction activities and construction schedule will be provided during weekly construction meetings.

4. Contractor shall coordinate with Omnitrans during construction. Omnitrans will engage in the relocation, altering, or otherwise rearranging of any signage or facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities. Contractor shall coordinate with Omnitrans' Stops and Stations Supervisor at (909) 379-7153 for relocation of bus stop signs.

5. Contractor shall coordinate with the City Arborist during construction. A site may require the City Arborist to perform tree evaluations and determine how root systems are handled on a case-by-case basis.

6. Contractor shall coordinate work with City of Redlands Police Department, Caltrans, and SBCTA.

7. Contractor shall obtain an encroachment permit from the City of Redlands and Caltrans, as necessary.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition, and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility.

Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

SECTION 01111 TRAFFIC CONTROL PLAN

PART ONE -- GENERAL

1.1 GENERAL

The intent of this specification is to provide the format and requirements in preparation of the Traffic and Pedestrian Control Plan (TPCP).

1.2 FORMAT

1. The sheets of the TPCP shall display, at a minimum, the title of the project, name of firm preparing the TPCP, name and stamp of Registered Traffic or Civil Engineer preparing the TPCP, approval block for City of Redlands approval, north arrow, and title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TPCP 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. TPCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

1.3 REQUIREMENTS

The TPCP shall contain the following items and scenarios of traffic control:

1. 4” thick concrete installation;

2. Removal of existing concrete;

3. Removal and relocation of the bench;

4. All required detours;

5. The TPCP 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 installation with appropriate traffic control and flaggers;

    b. Work shall not be preformed on both sides of the street – at least one side of the street shall be opened for vehicular and pedestrian traffic;

    c. On street parking, where currently available, shall be open to the public outside of working hours.

END OF SECTION

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SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the TDA 2021 Transit Stop Improvement Project No. S241005 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, Legend, Abbreviation & Details	2
Plan Sheet – Base Bid	3
Plan Sheet – Additive Bid ‘A’ and Additive Bid ‘ B ’	4
Plan Sheet – Additive Bid ‘ C ’	5

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 TDA 2021 Transit Stop Improvement Project No. S241005 as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing construction materials, mobilization, traffic and pedestrian control, erosion control, sawcutting, removal of varying thickness sidewalk/AC pavement, construct commercial driveway, construct curb and gutter, remove and relocate benches, construct concrete cap over split face rock curbing according to plans, clearing and grubbing, root cutting, root grinding, grading, irrigation repair, compaction, dust control, information signs, and survey monument preservation as required to remove and replace concrete sidewalk. Sidewalk shall match the existing width and appearance of adjacent areas, including score lines and finish and restore all areas to pre-construction conditions.

B. WORK BY OTHERS

1. The Contractor shall cooperate fully with all utility staff of the City or staff of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

C. PROJECT SITE

1. The Contractor shall not block access to the streets or access to existing businesses. Any existing business shall remain open during construction.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor, material, equipment,

and incidentals required. The bid price for mobilization shall not exceed five (5) percent of the maximum base bid.

2. Traffic and Pedestrian Control, Bid Item 2:

Payment for traffic and pedestrian control shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required for preparation of traffic control plan, implementation and maintenance of traffic control items noted within the plan. Traffic and pedestrian control shall be in accordance with the approved traffic control plan in order to be compensated for this item.

Payment for traffic and pedestrian control shall be made based on overall completion percentage of the project. The percentage complete shall be determined by the engineer and updated on progress payments.

3. Construct 4" Thick Sidewalk, Bid Items 3, 7, 9, and 12:

Items include but are not limited to the construction of new 4" thick concrete sidewalks at various locations throughout the City. Item also includes all necessary erosion control, sawcutting, clearing and grubbing, root cutting, root grinding, grading, irrigation repair, compaction, dust control, and survey monument preservation as required for the construction of the proposed improvements under these bid items. Sidewalk shall match the existing width and appearance of adjacent areas, including score lines and finish.

Payment for this item shall be made at the unit price provided and shall constitute full compensation of all labor, materials, equipment, and incidentals required.

4. Remove Existing Concrete Sidewalk, Bid Item 4, 8, 10, and 13:

Item include but are not limited to the removal of the existing sidewalk/asphalt concrete section to native soil or base as specified on the project plans. Item shall include erosion control, grading and compaction of the existing native or base, any additional import of native soil or base and the repair of any failed base areas under the existing pavement section. Bid Item must also include but are not limited to dust control and sawcutting as required to perform the work under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment, and incidentals required.

5. Remove and Relocate Bench, Bid Items 5 and 11:

Items include the removal and relocation of existing benches as specified on project plans. Payment for these items shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment, and incidentals required.

6. Demobilization, Bid Item 6:

Payment for demobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01740.

END OF SECTION

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SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		COR Number:	
Project Number:		Date of Request:	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: Note: Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ Date: _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up 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.

Extra Work - Direct Expenditures	Markup Percentage
Contractor direct labor	20%
Contractor direct materials, equipment, other items and expenditures	15%
Subcontractor (of any tier) direct labor	20%
Subcontractor (of any tier) direct materials, equipment, other items and expenditures	15%

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to

complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate

determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of

the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

Contractor Name
Address
Address
Phone :

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM		QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00	**AMOUNT DUE THIS PERIOD**	**$0.00**

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SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED". Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		RFI Number:	
Project Number:		Date of RFI:	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ Date: _____

SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	**Project Location:**	**Today's Date:**
Contractor / Subcontractor Name:	**Business Address:**	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. **Please Include Apprentice Rates.**

Classification:		**Effective Date:**	**Subsistence or Travel Pay:** $_____
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Pension $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Vacation/Holiday $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Training $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Other $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____

Classification:		**Effective Date:**	**Subsistence or Travel Pay:** $_____
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Pension $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Vacation/Holiday $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Training $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Other $_____ **hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	**Signature and Date (Wet Signature Required)**

Redlands Regular Meeting of 09-03-24

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S																				
				HOURS WORKED EACH DAY											TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

881 of 1977

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
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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

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APPENDIX C
PERMITS

City of Redlands Encroachment Permit
(Contractor to obtain Caltrans Encroachment Permit)

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	h$	_____
_____	SF	Sidewalk	$ 0.09	/ SF	h$	_____
_____	SF	Cross Gutter/Spandrel	$ 0.58	/ SF	h$	_____
_____	LF	Curb & Gutter	$ 2.19	/ LF	h$	_____
_____	LF	Curb/Berm	$ 2.62	/ LF	h$	_____
_____	SF	Asphalt Pavement	$ 0.04	/ SF	h$	_____
_____	SF	Crushed Aggregate Base	$ 0.04	/ SF	h$	_____
_____	EA	Street Light	$ 81.00	/ EA	h$	_____
_____	EA	Traffic Signal - New	$ 2,152.00	/ EA	h$	_____
_____	EA	Traffic Signal - Modification	$ 1,737.00	/ EA	h$	_____
_____	CY	Reinforced Concrete	$ 89.00	/ CY	h$	_____
_____	LF	Storm Drain Pipe	$ 8.00	/ LF	h$	_____
_____	EA	Curb Inlet/Outlet Structures	$ 67.00	/ EA	h$	_____
_____	EA	Storm Drain Manhole/Junction Box	$ 67.00	/ EA	h$	_____
_____	EA	Curb Core	$ 62.00	/ EA	h$	_____
_____	LF	Sewer Main	$ 0.95	/ LF	h$	_____
_____	EA	Sewer Manhole	$ 67.00	/ EA	h$	_____
_____	EA	Sewer Cleanout	$ 134.00	/ EA	h$	_____
_____	EA	Sewer Lateral	$ 67.00	/ EA	h$	_____
_____	LF	Water Main - Potable	$ 1.09	/ LF	h$	_____
_____	LF	Water Main - Non-Potable	$ 1.09	/ LF	h$	_____
_____	EA	Fire Hydrant Assembly	$ 66.00	/ EA	h$	_____
_____	EA	Water Service Lateral	$ 26.00	/ EA	h$	_____
_____	EA	Water Shutdown	$ 67.00	/ EA	h$	_____
_____	EA	Fire Service	$ 58.00	/ EA	h$	_____
_____	LF	Excavation/Utility Trench	$ 1.25	/ LF	h$	_____
_____	SF	Street Patch	$ 0.67	/ SF	h$	_____
_____	SF	Warranty Fee (Street Cut)	$ _____	/ SF	h$	_____
_____		_____	$ _____	/	h$	_____
_____		_____	$ _____	/	h$	_____

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance h

$ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Redlands Regular Meeting of 09-03-24

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

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APPENDIX D
SAFETY DOCUMENTS

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City Council Meeting **I. 20.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the purchase order with Western Waterworks for Cla-Val supplies for $85,000 and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that the City Council determine that approval of a purchase order with Western Waterworks is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. I further move approval of a FY 24/25 purchase order with Western Waterworks for Cla-Val supplies for $85,000.

RECOMMENDATION:

Staff recommends that City Council determine that approval of a purchase order with Western Waterworks is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve a FY 24/25 purchase order with Western Waterworks for $85,000 to purchase Cla-Val supplies.

DISCUSSION:

In accordance with the City's purchasing policy, MUED staff issued a bid notice on March 23, 2023 for materials to be used by the Water Division for Cla-Val products. On April 6, 2023, the City Clerk's Office received bids from the following vendors:

Cla-Val Products & Supplies	Bid Amount
Western Waterwoks	$261,244.00
Ferguson Waterworks	$261,854.00
Core & Main	$274,312.54

The solicitation requested unit prices for a variety of Cla-Val products. Staff does not anticipate that FY 24/25 purchases will exceed $85,000. Western Waterworks submitted the lowest responsive and responsible bid for the solicitation. The solicitation includes an optional one (1) year extension at the same unit prices. Western Waterworks agreed to honor their bid prices through the extension period.

This purchase order 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 it 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:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Paul Mariscal, Water Utility Manager

PREPARED BY:
Ashley Rosario, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$85,000
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. The FY 24/25 MUED Water Service Budget includes funding for this purchase.

Attachments

Cla-Val RFB
Cla-Val Bid Report & Analysis
Cla-Val Extension Letter

PART 2
REQUEST FOR BID #20230323-PM
CLA-VAL PRODUCTS & MATERIALS *ORIGINAL

BID DOCUMENTS COVER PAGE
Name of Firm, Entity or Organization: Western Water Works Supply Company
Federal Employer Identification Number (EIN): [redacted] **State of California License Number (if applicable):** **Name of Contact person:** Martin Michaelson **Title:** Director of Sales **Email address:** martin@wwwsco.com
Mailing Address: 5831 Pine Ave **Street Address (if different):** **City, State, Zip:** Chino Hills, CA 91709 **Telephone:** (909)597-7000 **Fax:** (909) 597-7050
Organization: **Corporation:** ☒ **Proprietorship:** ☐ **Other:** ☐ **(check one)** **Partnership:** ☐ **Joint Venture:** ☐ **If Corporation:** **Date of Incorporation:** **State of Incorporation:** 1945 California **States Registered in as Foreign Corporation:** None
Authorized Signature: Martin Michaelson **Print Name:** Martin Michaelson **Signature:** Martin Michaelson **Title:** Director of Sales **Phone:** (909)630-6361
This document must be completed and returned with your submittal.

BIDDER CERTIFICATION	
CLA-VAL PRODUCTS & MATERIALS	
Submit To: City of Redlands	
Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	**City of Redlands** **Request for Bid (RFB Certification And Addenda Acknowledgment**

DUE DATE:	DUE TIME:	REQUEST FOR BID
Thursday April 6, 2023	10:00am	#20230323-PM

BIDDER NAME:	PHONE NUMBER:
Western Water Works Supply Company	(909)597-7000
BIDDER MAILING ADDRESS:	**FAX NUMBER:**
5831 Pine Ave	(909)597-7050
CITY/STATE/ZIP	**E-MAIL ADDRESS:**
Chino Hills, CA 91709	martin@wwwsco.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to a REQUEST FOR BID whatsoever for any fraudulent purpose."

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
_____	_____	_____	_____	_____

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Martin Michaelson Director of Sales	Martin Michaelson	4/3/23
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

Western Water Works Supply Company
5831 Pine Ave
Chino Hills, CA 91709

March 27th, 2023
City of Redlands
Office of the City Clerk
35 Cajon St
Redlands, CA 92373

Attn: Paul Mariscal

Re: Bid #20230323-PM Cla-Val Products & Materials

Executive Summary

The Account Manager for this RFB will be the Director of Sales Martin Michaelson. Martin will be the main point of contact for any questions or technical inquiries related to this bid. Our CSR Javier Casas will be the inside contact responsible for processing order requests and day to day inquiries. Our Regional Operations Supervisor Josh Serrano will oversee the warehouse staff to coordinate processing orders for delivery. Our AM Branch Manager Sergio Lozano and PM Branch Manager Robert Casas will be responsible for supervising the warehouse staff to ensure accurate orders are delivered on time and meet the specifications.

Regards,
Martin Michaelson

Director of Sales

Martin Michaelson

Western Water Works Supply Company
5831 Pine Ave
Chino Hills, CA 91709
March 27th, 2023

City of Redlands
Office of the City Clerk
35 Cajon St
Redlands, CA 92373

Attn: Paul Mariscal

Re: Bid #20230323-PM Cla-Val Products & Materials

Firm Experience and References

Western Water Works Supply Company is uniquely qualified to provide the City of Redlands with its annual requirements for Cla-Val Products & Materials. We have been in business since 1945 and we are the oldest waterworks supplier in Southern California. We have locations in Chino, Coachella, Santa Fe Springs and El Cajon with experienced staff in sales, operations, accounting IT and leadership to ensure accurate orders, on time and free deliveries and invoicing that matches our proposal to ensure smooth running jobs from start to finish.
Our client portal also offers real time, on-line access to all city personnel with beneficial information to make your job easier. We offer 24 hour emergency service 365 days a year and are the only supplier in the industry that incorporates a night crew that pulls orders and load trucks the night before to ensure we are first on the job to guarantee delivery as promised.

We currently have annual contracts to furnish all types of waterworks material to the following utilities that can attest to our character, culture and history of consistent performance.

City of Pasadena - 1950-present
City of Glendora - 2014-present
City of Ontario - 2021-present

City of Pasadena
311 W Mountain St
Pasadena, CA 91103
Lee Vasquez
P(626)744-3877
F(626)744-6476
leevasquez@cityofpasadena.net

City of Glendora
1051 E. Sierra Madre Ave
Glendora, CA 91741
Dale Wert
P(626)914-8256
F(626)914-9053
dwert@cityofglendora.org

City of Ontario
1425 S Bon View Ave Ontario, CA 91761
Joe Speer
P(909)395-2667
F(909)395-2604
jspeer@ontarioca.gov

Regards,
Martin Michaelson

Director of Sales

Martin Michaelson

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	Dan Markarian
TITLE	Regional Sales Leader
OFFICE PHONE	(909)597-7000
CELL	(909)680-8829
FAX	(909)597-7050
HOURS AVAILABLE	7:00-5:00 Mon-Fri
CONTRACT MANAGER	
NAME	Martin Michaelson
TITLE	Director of Sales
OFFICE PHONE	(909)597-7000
CELL	(909)630-6361
FAX	(909)597-7050
HOURS AVAILABLE	6:00-5:00 Mon-Fri
ALTERNATE CONTACT	
NAME	Javier Casas
TITLE	CSR
OFFICE PHONE	(909)597-7000
CELL	(909) 969-3925
FAX	(909) 597-7050
HOURS AVAILABLE	7:00-5:00 Mon-Fri
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	Martin Michaelson
TITLE	Director of Sales
OFFICE PHONE	(909)597-7000
CELL	(909)630-6361
FAX	(909) 597-7050
HOURS AVAILABLE	24/7 365 Mon-Sun

PART 4
PRICE AND FEE BID
BID # 20230323-PM
CLA-VAL PRODUCTS & MATERIALS

Award will be made to the overall lowest responsive and responsible bidder.

THIS IS A BRAND SPECIFIC BID, NO SUBTITUTE WILL BE ACCEPTED

Line No.	Manufacturer	A. Part No.	B. Description	C. Quantity	D. Unit Price	E. Extended Price (C*D)
1	Cla-Val	52-01B 150lb flange, globe style, epoxy coated, Stainless steel KO trim, 30-300lb pilot PSI rating, bronze tubing, bronze pilots and controls.	6" 52-01 Surge Anticipator Valve	2	$10305.00	$ 20610.00
2	Cla-Val	610-01by 150lb flange, globe style, epoxy coated, bronze tubing, bronze pilots and controls. CDS6A pilot 0-40'	12" Altitude control valve one way flow	2	$21079.00	$42158.00
3	Cla-Val	100-02-149A	Pump Control Valve - no controls	2	$4855.00	$9710.00
4	Cla-Val	100-02-92D	Pump Control Valve - no controls	2	$7759.00	$15518.00
5	Cla-Val	100-02-229A	Pump Control Valve - no controls	2	$12547.00	$25094.00
6	Cla-Val	100-01-4768F	Pump Control Valve - no controls	2	$13367.00	$26734.00
7	Cla-Val	CRL-60 pilot control. 9170033G	CRL-60 pressure relief pilot control valve	6	$124.00	$744.00
8	Cla-Val	CRD pilot control. 20153404F	CRD pressure reducing pilot control valve	6	$189.00	$1134.00
9	Cla-Val	Pressure relief repair kit. 20957425E	6" Buna-N repair kit	10	$432.00	$4320.00
10	Cla-Val	Pressure relief repair kit. 20957426D	8" Buna-N repair kit	10	$493.00	$4930.00
11	Cla-Val	Pressure relief repair kit. 20957427C	10" Buna-N repair kit	10	$721.00	$7210.00

12	Cla-Val	Pressure reducing repair kit. 20957485B	6" Buna-N repair kit	10	$415.00	$4150.00
13	Cla-Val	Pressure reducing repair kit. 20957486A	8" Buna-N repair kit	10	$476.00	$4760.00
14	Cla-Val	Pressure reducing repair kit. 20957487K	10" Buna-N repair kit	10	$706.00	$7060.00
15	Cla-Val	Booster pump control kit. 20957465F	6" Buna-N repair kit	10	$394.00	$3940.00
16	Cla-Val	Booster pump control kit. 20957466E	8" Buna-N repair kit	10	$521.00	$5210.00
17	Cla-Val	Booster pump control kit. 20957467D	10" Buna-N repair kit	10	$688.00	$6880.00
18	Cla-Val	X141-PT Assembly.	X141-PT Pressure Transmitter	12	$774.00	$9288.00
19	Cla-Val	X117H Assembly 4TP. 21417002K	4" X117H Valve Position Transmitter	6	$1903.00	$11418.00
20	Cla-Val	X117H Assembly 6TP. 21417003J	6" X117H Valve Position Transmitter	6	$1903.00	$11418.00
21	Cla-Val	X117H Assembly 8TP. 21417004H	8" X117H Valve Position Transmitter	6	$1903.00	$11418.00
22	Cla-Val	X35 Assembly 4-8. 21446905G-OTC	X35 Flow Calculation Module	12	$2295.00	$27549.60
					BID TOTAL (LINES 1 THROUGH 22)	$261244.00

TOTAL PRICE WRITING IN WORDS Two Hundred Sixty One Thousand Two Hundred Twenty Four Dollars and Zero Cents

CONTRACT TERM (Please Complete)

The City may ☒ or may not ☐ exercise its option to renew this agreement as stipulated under the same price, terms and conditions for a period one ☐ two ☐ three ☐ additional year(s).

Signature Martin Michaelson Title Director of Sales Date 4/3/23

Please note: Delivery times will vary depending on the type of material ordered and current lead times when the order is placed. Approximate lead times are currently 1-8 weeks ARO.

WESTERN WATER WORKS
SUPPLY COMPANY
5671 GATES ST CHINO, CA - 91710
PHONE: (909)597-7000 | FAX: (909)597-7050

PROPOSAL

QUOTE DATE	EXPIRATION DATE	QUOTE NO.
03/28/23	04/27/23	1132368-00
	JOB ID	PAGE NO.
	CLA VAL ANNUAL 23-	1

CUST #: 18026

BILL TO
CITY OF REDLANDS
P O BOX 3005
REDLANDS, CA 92373

SHIP TO
CITY OF REDLANDS
HIGHLAND AVE WATER COMPLEX
955 PARKFORD DR (OFF HIGHLAND)
REDLANDS, CA 92373

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	CHINO	OUR TRUCK		NET 30 DAYS

CONTACT	PAUL MARISCAL
WORK PHONE	(909) 798-7502
WORK EMAIL	pmariscal@cityofredlands.org

LN	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
	-						
	**********						
	DELIVERY HOURS MON-FRI 8:00-2:00 CLOSED EVERY OTHER FRIDAY						
	**********						
	-						
1	52G-01BPKCKOX-06#	2		2	EA	10305.00	20610.00
	6 CLA VAL SURGE ANTICIPATING VLV D/S						
	150# FLG EPOXY CRA 30-300 PSI CRL-60 20-200 PSI						
	P-1 0-300 PSI P-2 0-300 PSI X=STAINLESS STL TUBING &						
	FITTINGS						
2	610G-01BPYKCX-12#	2		2	EA	21079.00	42158.00
	12 CLA VAL ALTITUDE VLV ONE-WAY FLOW D/S 150#						
	FLG EPOXY CDS6A 0-40' P-1 0-300 PSI P-2 0-300 PI						
3	100-02-149A#	2		2	EA	4855.00	9710.00
	4 CLA VAL POWERTROL VLV D/S 150# FLG EPOXY						
4	100-02-92D#	2		2	EA	7759.00	15518.00
	6 CLA VAL POWERTROL VLV D/S 150# FLG EPOXY						
5	100-02-229A#	2		2	EA	12547.00	25094.00
	8 CLA VAL POWERTROL VLV D/S 150# FLG						
6	100-01-4768F#	2		2	EA	13367.00	26734.00
	8 CLA VAL HYTROL VLV D/S 150# FLG EPOXY						
17	9170033G#	6		6	EA	124.00	744.00
	KIT,RPPT CRL60/55L-60 H/TQ S--B						
18	20153404F#	6		6	EA	189.00	1134.00
	KIT,RPPT CRA TESR						
19	20957425E#	10		10	EA	432.00	4320.00
	KIT,RPPT 50-01 6						
20	20957426D#	10		10	EA	493.00	4930.00
	KIT,RPPT 50-01 8						
21	20957427C#	10		10	EA	721.00	7210.00
	KIT,RPPT 50-01 10						
22	20957485B#	10		10	EA	415.00	4150.00
	KIT,RPPT 90-01/90-21 6						
23	20957486A#	10		10	EA	476.00	4760.00
	KIT,RPPT 90-01/90-21 8						
24	20957487K#	10		10	EA	706.00	7060.00
	KIT,RPPT 90-01/90-21 10						

WARNING: Cancer and Reproductive Harm- www.P65Warnings.ca.gov

WESTERN WATER WORKS
SUPPLY COMPANY
5671 GATES ST CHINO, CA - 91710
PHONE: (909)597-7000 | FAX: (909)597-7050

PROPOSAL

QUOTE DATE	EXPIRATION DATE	QUOTE NO.
03/28/23	04/27/23	1132368-00
	JOB ID	PAGE NO.
	CLA VAL ANNUAL 23-	2

CUST #: 18026

BILL TO
CITY OF REDLANDS
P O BOX 3005
REDLANDS, CA 92373

SHIP TO
CITY OF REDLANDS
HIGHLAND AVE WATER COMPLEX
955 PARKFORD DR (OFF HIGHLAND)
REDLANDS, CA 92373

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	CHINO	OUR TRUCK		NET 30 DAYS

CONTACT	PAUL MARISCAL
WORK PHONE	(909) 798-7502
WORK EMAIL	pmariscal@cityofredlands.org

LN	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
25	20957465F# KIT,RPPT 60/61 6	10		10	EA	394.00	3940.00
26	20957466E# KIT,RPPT 60/61 8	10		10	EA	521.00	5210.00
27	20957467D# KIT,RPPT 60/61 10	10		10	EA	688.00	6880.00
28	X141-PTASSEMBLY# X141-PT XP2F PRESSURE TRANSMITTER ASSY8-24" 316 DEPENDS ON SIZE	12		12	EA	774.00	9288.00
29	21417002K# X117H 4TP VLV POSITION TRANSMITTER ASSY	6		6	EA	1903.00	11418.00
30	21417003J# X117H 6TP VLV POSITION TRANSMITTER ASSY	6		6	EA	1903.00	11418.00
31	21417004H# X117H 8TP VLV POSITION TRANSMITTER ASSY	6		6	EA	1903.00	11418.00
32	21446905G-OTC# 4-8 X35 FLOW CALCULATION MODULE ASSY	12		12	EA	2295.00	27540.00

22	Lines Total	Qty Shipped Total	156	Total	261244.00
				Taxes	22858.85
				Invoice Total	284102.85

WARNING: Cancer and Reproductive Harm- www.P65Warnings.ca.gov

SMOOTH RUNNING JOBS

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2023**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **CLA-VAL Products and Materials-20230323-PM.** 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	Addendum Acknowledged (0)	Bid Amount
1	Western Water Works Supply Co., Chino Hills CA	Yes	N/A	$261,244.00
2	Ferguson Waterworks, Poway CA	Yes	N/A	$261,854.00
3	Core & Main, Perris CA	Yes	N/A	$274,312.54

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

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City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John Harris
MUED Director

January 29, 2024

Western Water Works
5671 Gates Street
Chino, CA 91710

RE: Notice to Extend Annual Purchase Order Term
Water Distribution Parts & Materials

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22400215, pursuant to the Contract Term on page 16 of the Request for Bids.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to arosario@cityofredlands.org. The due date is therefore February 12, 2024.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2024 to June 30, 2025. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions, you may contact me (909) 798-7527 ext. 3.

Thank you,

Ashley Rosario
Sr. Administrative Assistant
arosario@cityofredlands.org

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John Harris
MUED Director

January 29, 2024

Western Water Works (Cla-Val)
5671 Gates Street
Chino, CA 91710

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Water Distribution Parts & Materials

This is a bid extension per page 16 of the Request for Bids. Receipt of the above Notice of Acknowledgement is hereby accepted by Martin Michaelson

this, 11th day of February, 2024.

By: Martin Michaelson
(Signature)

Martin Michaelson
(Print Name)

Director of Sales
(Title)

City Council Meeting **I. 21.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement with RK Engineering Group, Inc. to provide Engineering & Traffic Survey (E&TS) services to update the citywide speed limit study for an amount not to exceed $53,000, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a Professional Services Agreement with RK Engineering Group, 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. Approve the Professional Services Agreement with RK Engineering Group, Inc. to provide Engineering & Traffic Survey (E&TS) services to update the citywide speed limit study for an amount not to exceed $53,000.

RECOMMENDATION:

Staff recommends that City Council determine approval of this Professional Services Agreement with RK Engineering Group, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and approve the Professional Services Agreement with RK Engineering Group, Inc. to provide Engineering & Traffic Survey (E&TS) services to update the citywide speed limit study for an amount not to exceed $53,000.

DISCUSSION:

The City periodically conducts Engineering and Traffic Surveys (E&TS) to justify posted speed limits and enable the Police Department to enforce these limits using electronic devices. In accordance with California Vehicle Code (CVC) Section 40802, state and local agencies conduct these studies every seven (7) to fourteen (14) years to reevaluate non-statutory speed limits on roadway segments that have experienced significant changes since the last review. These changes may include alterations in the number of travel lanes, modifications to bicycle lane configurations, changes in traffic signal coordination, or significant shifts in traffic volumes.

Since the last E&TS, Assembly Bill No. 43 (AB 43) was enacted to improve safety on California roads by providing more flexibility to local agencies when determining appropriate speed limits and addressing concerns related to speeding in high-risk areas. AB 43 allows local authorities to lower speed limits based on safety considerations, even if the results of an E&TS suggest a higher speed limit would be appropriate. With the enactment of AB 43, the City intends to reevaluate the current speed limits to determine if adjustments are necessary. The City has a total of 138 street segments on fifty-five (55) streets that require reevaluation.

Some of the street segments included in this study have characteristics that may allow more speed limit posting flexibility under the new AB 43 criteria, in lieu of the historic practice of using the 85th percentile speed to determine speed limits. Others have previous studies that expire in the near future. Street segments that are not included in this study have speed limits that are established based on prima facie criteria, which relies on general road use characteristics and standard assumptions about safe driving speeds.

On June 5, 2024, staff issued a Request for Proposals (RFP) to qualified consultants for E&TS services. The following six (6) consultants submitted proposals prior to the July 3, 2024, submittal deadline:

1. EPD Solutions, Inc, Irvine, CA
2. Hartzog & Crabill, Inc., Tustin, CA
3. Minagar & Associates, Inc., Laguna Hills, CA
4. RK Engineering Group, Inc., Newport Beach, CA
5. TJKM Transportation Consultants, Pleasanton, CA
6. Willdan Engineering, Anaheim, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code, a selection committee reviewed the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. The selection committee determined that RK Engineering Group, Inc. (RK) is the most qualified consultant to

complete the tasks listed in the RFP. Staff negotiated a reasonable consultant fee of $53,000 and recommends City Council approval of a Professional Services Agreement with RK for this amount. The project scope of work includes two (2) public workshops, during which MUED staff and RK will solicit input from Redlands citizens and businesses, as well as two (2) Traffic and Parking Commission presentations, and two (2) City Council meeting presentations.

Approval of the Professional Services Agreement with RK Engineering Group, 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:

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
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.:	101400

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

RK Professional Services Agreement

Location Map

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering and traffic survey services ("Agreement") is made and entered in this 3rd day of September, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and RK Engineering Group, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide professional engineering and traffic survey services 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, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by December 31, 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 Total compensation for Consultant's performance of the Services shall be in the amount of Fifty-Three Thousand Dollars ($53,000.00). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by this reference.

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

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

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Bryan Estrada, Principle
RK Engineering Group, Inc.
1401 Dove Street, Suite 540
Newport Beach, CA 92660
be@rkengineer.com
Phone: 949-474-0809

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

RK ENGINEERING GROUP, INC.

By: _____
Bryan Estrada, Principal

EXHIBIT "A"

SCOPE OF SERVICES

The following approach and methodology is proposed by RK Engineering Group, Inc. (RK) for the City of Redlands 2024 Engineering and Traffic Survey Update.

Task 1. Project Management

Consultant will manage and coordinate all components of the E&TS and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the 2024 E&TS. Consultant will give prior notice to the City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

Consultant will ensure full coordination with City staff and be responsive to any email and telephone discussions, in addition to the minimum meetings listed throughout the scope of work. Consultant will be in contact with the City frequently enough to ensure a timely City review of deliverables. Consultant will work with all stakeholders in a responsible manner.

Consultant will organize and participate in a kick-off meeting with City staff to achieve the following:

- Define project goals and objectives
- Outline project and management approach
- Identify roles and responsibilities
- Confirm schedule
- Confirm scope of study area.

This proposal assumes 138 street segments within the City of Redlands will be analyzed in the 2024 E&TS.

Task 2. Data Collection: Vehicle Speed Surveys, Average Daily Traffic (ADT) Counts, and Collision Data

Consultant will obtain vehicle speed survey data, 24-hour average daily traffic (ADT) counts, and Collision Data for the 138 street segments within the City of Redlands. Speed surveys and traffic counts will be conducted by a third-party traffic count company using certified radar or lidar equipment. Speed surveys and traffic counts will be conducted during normal weekday conditions, during clear weather and while schools are in session (no surveys will be conducted on weekends or during peak traffic hours).

A minimum of 100 speed surveys will be conducted at each street segment location (50 surveys each direction). Consultant will provide the radar speed survey field sheets (with raw data), location for the placement of the radar equipment and radar speed survey analysis sheets for each surveyed street segment.

Note: If a speed survey appears unusually high or low, Consultant will re-survey the location at no additional cost to the City.

Updated collision data from the most recent three-year period will be obtained from the California Statewide Integrated Traffic Records System (SWITRS). Accident rates will be calculated for each segment and evaluated as part of the E&TS process for setting speed limits.

Task 3. Field Review

Consultant will conduct field reviews of each of the 138 street segments within the study area. Field reviews for traffic factors will be conducted while school is in session. Consultant will inspect each location and determine, on the basis of experienced traffic engineering judgment, whether or not there are any roadway characteristics not readily apparent to the average motorist that would justify reduction or increase of the proposed speed limit(s) to the maximum permitted under the latest requirements of the State of California and the California Vehicle Code. Consultant will provide a field review summary sheet for traffic factors, roadway factors, and adjacent land uses.

Task 4. Speed Limit Determination

Consultant will determine the appropriate speed limit for each segment following the latest requirements of the State of California and the California Vehicle Code, including the recent changes as a result of AB 43. Consultant will review the latest methodologies and include information summarizing changes since the prior study. If any reduction or increase from the 85th percentile speed is recommended, Consultant will fully document these recommendations according to the State of California procedures for setting speed limits.

Consultant will provide a summary table showing the posted traffic speed limit, the eighty-fifth (85th) percentile traffic speed, and the recommended traffic speed limit for each specified location. The summary table will be reviewed and approved by the City Engineer prior to preparation of the final report.

Task 5. Summary of Recommendations

Consultant will prepare a Summary of Recommendations in chart form, including the street name, street segment, existing speed limit, recommended speed limit, 85th percentile speed, 50th percentile speed (mean speed), 10 mph pace range, percent of vehicles in pace, date of survey, and reason for speed limit change from the 85th percentile. The Summary of Recommendations will include all street segments studied, unless otherwise specified by City staff.

Task 6. Report Preparation

Consultant will prepare a final report that will be certified, stamped, and signed by a Registered Traffic Engineer in the State of California. Prepare a comprehensive report which includes:

a) A certification suitable for submittal to the municipal court system.
b) Speed survey operational procedures.

c) A description of the purpose and methodology of speed zone establishment.
d) A description of statistical analysis factors.
e) A description of the field data used in analyzing the related roadway characteristics.
f) Accident history for the street segments.
g) Results and recommendations.
h) The Summary of Recommendations in chart form.

Task 7. Public Presentation

Consultant will present the final report to the Traffic and Parking Commission for recommendation to the City Council for adoption. This proposal includes Consultant's attendance and presentation of the report at two (2) Traffic and Parking Commission meetings, two (2) public workshops and two (2) City Council meetings.

EXHIBIT "B"
PROJECT SCHEDULE

Task	Task Description	Month															
		Sep-2024	Oct-2024	Nov-2024	Dec-2024	Jan-2025	Feb-2025	Mar-2025	Apr-2025	May-2025	Jun-2025	Jul-2025	Aug-2025	Sep-2025	Oct-2025	Nov-2025	Dec-2025
1	Project Management / Kick-Off Meeting																
2	Data Collection																
3	Field Review																
4	Speed Limit Determination																
5	Summary of Recommendations																
6	Report Preparation																
7	Public Presentations (6 meetings)																

EXHIBIT "C"

FEE SCHEDULE

Task	Task Description	Robert Kahn, P.E., T.E. (Founding Principal) $190	Bryan Estrada, AICP, PTP (Principal) $185	Justin Tucker, P.E., T.E. (Associate Principal) $170	Michael Torres, EIT (Engineer III) $115	Diana Knoob (Exec. Asst.) $70	Total Hours	Subtotal	Running Total
1	Project Management		16	4		8	28	$ 4,200	$ 4,200
2	Data Collection: Vehicle Speed Surveys, ADT Counts, and Collision Data		4	4	32		40	$ 5,100	$ 9,300
3	Field Review		4	4	40		48	$ 6,020	$ 15,320
4	Speed Limit Determination	4	8	8	16		36	$ 5,440	$ 20,760
5	Summary of Recommendations	4	4	4	8		20	$ 3,100	$ 23,860
6	Report Preparation		4	4	24	8	40	$ 4,740	$ 28,600
7	Public Presentation (6 Public Meetings)		20	4		4	28	$ 4,660	$ 33,260
Subtotal Tasks 1-7		**8**	**60**	**32**	**120**	**20**	**240**	**$ 33,260**	**$ 33,260**
Direct Costs (Counts, Travel, Reproduction, etc.)								$ 19,740	$ 53,000
Total									**$ 53,000**

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

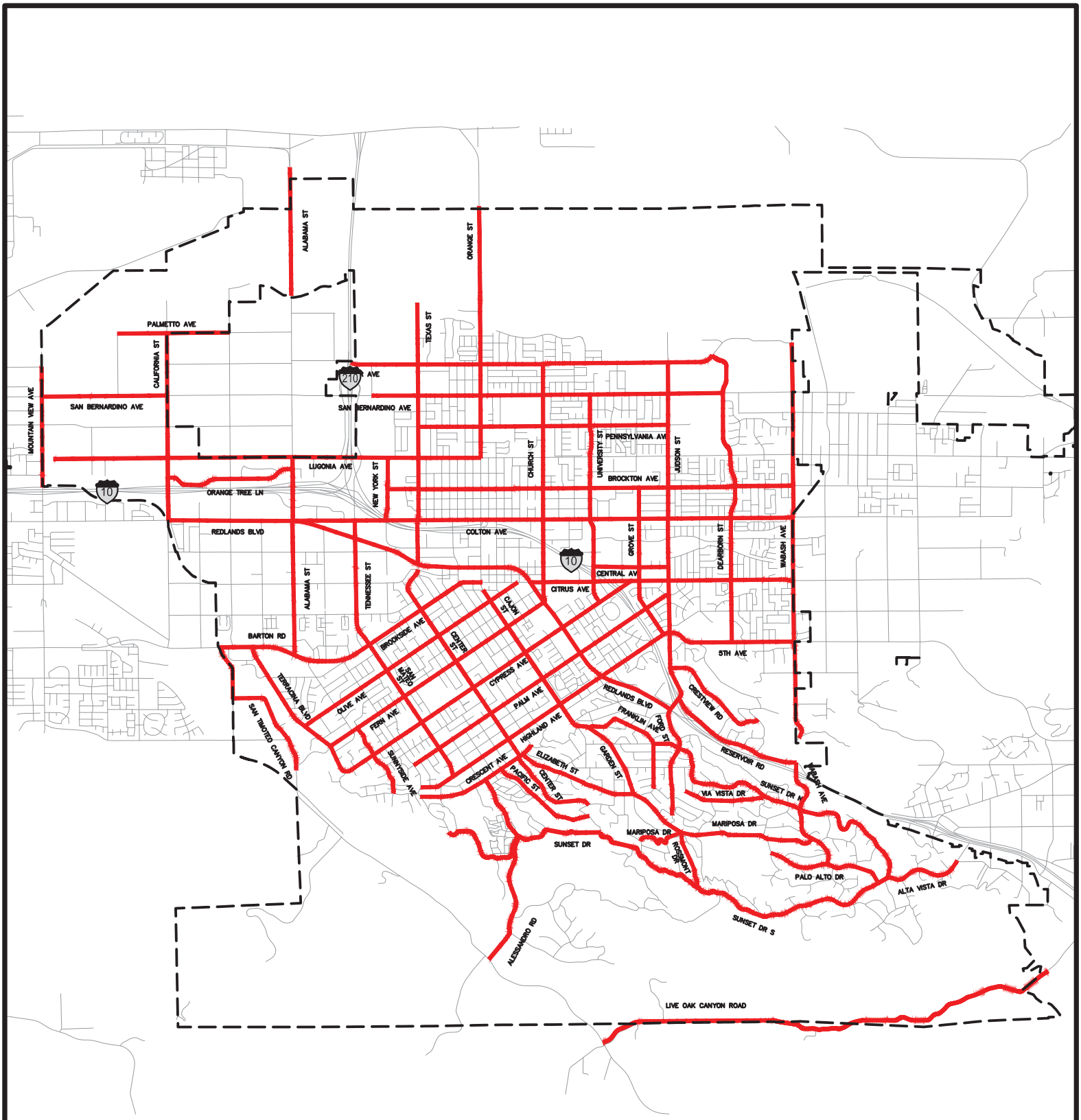
_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance 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.

RK ENGINEERING GROUP, INC.

By:_____ Date: _____
Bryan Estrada, Principal



2024 ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMIT UPDATE

City of REDLANDS "A CITY THAT WORKS"

STREET SEGMENTS IN STUDY

City of Redlands 2024 Engineering & Traffic Surveys for Speed Limit Update
Study Area Street Segments (138)

No.	Roadway	Segment
1	Alabama Street	Barton Road to Park Avenue
2	Alabama Street	Park Avenue to Lugonia Avenue
3	Alabama Street	Between city limit line south of Santa Ana River and city limit line north of Santa Ana River
4	Alessandro Road	Crescent Avenue to Sunset Drive
5	Alessandro Road	Sunset Drive to Creekside Drive
6	Alessandro Road	Creekside Drive to San Timoteo Canyon Road
7	Alta Vista Drive	Florida Street to Sunset Drive
8	Barton Road	West City Limit to Terracina Boulevard
9	Barton Road	Terracina Boulevard to Alabama Street
10	Barton Road	Alabama Street to Lakeside Avenue
11	Brockton Avenue	New York Street to Texas Street
12	Brockton Avenue	Texas Street to Church Street
13	Brockton Avenue	Church Street to Judson Street
14	Brockton Avenue	Judson Street to Wabash Avenue
15	Brookside Avenue	Lakeside Avenue to Center Street
16	Brookside Avenue	Center Street to Eureka Street
17	Cajon Street	Vine Street to Fern Avenue
18	Cajon Street	Fern Avenue to Garden Street
19	California Street	Palmetto Avenue to Almond Avenue (southbound)
20	California Street	Almond Avenue to Redlands Boulevard
21	Center Street	State Street to Brookside Avenue
22	Center Street	Brookside Avenue to Cypress Avenue
23	Center Street	Cypress Avenue to Crescent Avenue
24	Center Street	Crescent Avenue to Ridge Street
25	Central Avenue	University Street to Judson Street
26	Church Street	Pioneer Avenue to Redlands Boulevard
27	Citrus Avenue	Eureka Street to Orange Street
28	Citrus Avenue	Redlands Boulevard to University Street
29	Citrus Avenue	University Street to Wabash Avenue
30	Colton Avenue	Redlands Boulevard to Church Street
31	Colton Avenue	Church Street to Grove Street
32	Colton Avenue	Grove Street to Dearborn Street
33	Colton Avenue	Dearborn Street to Wabash Avenue
34	Crescent Avenue	Ramona Drive to Serpentine Drive
35	Crestview Road	Ford Street to Buckingham Drive
36	Cypress Avenue	Terracina Boulevard to Center Street
37	Cypress Avenue	Center Street to Redlands Boulevard
38	Cypress Avenue	Redlands Boulevard to Citrus Avenue
39	Dearborn Street	5th Avenue to Colton Avenue
40	Dearborn Street	Colton Avenue to Lugonia Avenue
41	Dearborn Street	Lugonia Avenue to San Bernardino Avenue
42	Dearborn Street	San Bernardino Avenue to Sessums Drive
43	Elizabeth Street	Garden Street to Crescent Avenue
44	Fern Avenue	Redlands Boulevard to Cajon Street
45	Fern Avenue	Cajon Street to Center Street
46	Fern Avenue	Center Street to San Mateo Street
47	Fern Avenue	San Mateo Street to Terracina Boulevard

City of Redlands 2024 Engineering & Traffic Surveys for Speed Limit Update
Study Area Street Segments (138)

No.	Roadway	Segment
48	Fifth Avenue	Ford Street to Dearborn Street
49	Fifth Avenue	Dearborn Street to Wabash Avenue
50	Ford Street	Citrus Avenue to Fifth Avenue
51	Ford Street	Fifth Avenue to Reservoir Road
52	Ford Street	Reservoir Road to Sunset Drive
53	Ford Street	Sunset Drive to Garden Hill Drive
54	Franklin Avenue	Eucalyptus Drive to Oak Street
55	Franklin Avenue	Oak Street to Garden Street
56	Garden Street	Mariposa Drive to Cajon Street
57	Grove Street	Highland Avenue to Citrus Avenue
58	Grove Street	Citrus Avenue to Brockton Avenue
59	Highland Avenue	Ford Street to Cajon Street
60	Highland Avenue	Cajon Street to San Mateo Street
61	Highland Avenue	San Mateo Street to Serpentine Drive
62	Judson Street	Citrus Avenue to Colton Avenue
63	Judson Street	Colton Avenue to Lugonia Avenue
64	Judson Street	Lugonia Avenue to Pioneer Avenue
65	Live Oak Canyon Road	San Timoteo Canyon Road to easterly boundary
66	Lugonia Avenue	1500' w/o Research Avenue to California Street
67	Lugonia Avenue	California Street to Alabama Street (eastbound)
68	Lugonia Avenue	Alabama Street to Tennessee Street (eastbound)
69	Lugonia Avenue	Tennessee Street to Texas Street
70	Lugonia Avenue	Texas Street to Orange Street
71	Mariposa Drive	Wabash Avenue to Country Club Drive
72	Mariposa Drive	Country Club Drive to Garden Street
73	Mariposa Drive	Halsey Street to Dwight Street
74	Mountain View Avenue	I-10 Freeway to Central Avenue (northbound)
75	New York Street	Colton Avenue to Lugonia Avenue
76	Olive Avenue	Citrus Avenue to San Mateo Street
77	Olive Avenue	San Mateo Street to Terracina Boulevard
78	Orange Street	Lugonia Avenue to Pioneer Avenue
79	Orange Street	Pioneer Avenue to Hubbard Court
80	Orange Street	Hubbard Court to City Limits
81	Orange Tree Lane	California Street to Nevada Street
82	Orange Tree Lane	Nevada Street to Alabama Street
83	Pacific Street	Crescent Avenue to Carob Street
84	Pacific Street	Carob Street to Ridge Street
85	Palm Avenue	Serpentine Drive to San Mateo Street
86	Palm Avenue	San Mateo Street to Ford Street
87	Palmetto Avenue	Nevada Street to California Street (westbound)
88	Palmetto Avenue	California Street to Marigold Avenue
89	Palo Alto Drive	Country Club Drive to Mirasol Drive
90	Palo Alto Drive	Mirasol Drive to Sunset Drive
91	Pennsylvania Avenue	Texas Street to Orange Street
92	Pennsylvania Avenue	Orange Street to Church Street
93	Pennsylvania Avenue	Church Street to University Street
94	Pennsylvania Avenue	University Street to Judson Street

City of Redlands 2024 Engineering & Traffic Surveys for Speed Limit Update
Study Area Street Segments (138)

No.	Roadway	Segment
95	Pioneer Avenue	Texas Street to Orange Street
96	Pioneer Avenue	Orange Street to Occidental Drive
97	Pioneer Avenue	Occidental Drive to Dearborn Street
98	Pioneer Avenue	Texas Street to I-210 Freeway
99	Redlands Boulevard	California Street to Texas Street
100	Redlands Boulevard	Texas Street to Eureka Street
101	Redlands Boulevard	Eureka Street to Citrus Avenue
102	Redlands Boulevard	Citrus Avenue to Highland Avenue
103	Redlands Boulevard	Highland Avenue to Ford Street
104	Reservoir Road	Ford Street to Wabash Avenue
105	Rossmont Drive	Garden Street to Sunset Drive
106	San Bernardino Avenue	Tennessee Street to Orange Street
107	San Bernardino Avenue	Orange Street to University Street
108	San Bernardino Avenue	University Street to Wabash Avenue
109	San Bernardino Avenue	Mountain View Avenue to California Street
110	San Mateo Street	Brookside Avenue to Fern Avenue
111	San Mateo Street	Fern Avenue to Highland Avenue
112	San Timoteo Canyon Road	Fern Avenue to Barton Road
113	Sunnyside Avenue	Fern Avenue to Cypress Avenue
114	Sunnyside Avenue	Cypress Avenue to Smiley Heights Drive
115	Sunset Drive N	Alta Vista Drive to Panorama Point
116	Sunset Drive N	Panorama Point to Wabash Avenue
117	Sunset Drive N	Wabash Avenue to Ford Street
118	Sunset Drive N	Ford Street to Franklin Avenue
119	Sunset Drive S	Helen Drive to Alta Vista Drive
120	Sunset Drive S	Serpentine Road to Alessandro Drive
121	Sunset Drive S	Alessandro Drive to Ridge Street
122	Sunset Drive S	Ridge Street to Helen Drive
123	Sunset Drive S	Serpentine Road to Helen Drive
124	Tennessee Street and San Mateo Street	Colton Avenue to Brookside Avenue
125	Terracina Boulevard	Barton Road to Olive Avenue
126	Terracina Boulevard	Olive Avenue to Cypress Avenue
127	Texas Street	Redlands Boulevard to Lugonia Avenue
128	Texas Street	Lugonia Avenue to San Bernardino Avenue
129	Texas Street	San Bernardino Avenue to Domestic Avenue
130	University Street	Cypress Avenue to Colton Avenue
131	University Street	Colton Avenue to Lugonia Avenue
132	University Street	Lugonia Avenue to San Bernardino Avenue
133	Via Vista Drive	Country Club Drive to Helena Lane
134	Wabash Avenue	Fifth Avenue to Citrus Avenue
135	Wabash Avenue	Citrus Avenue to Colton Avenue
136	Wabash Avenue	Colton Avenue to Sessums Drive
137	Wabash Avenue	Fifth Avenue to Panorama Drive
138	Wabash Avenue	Reservoir Road to Palo Alto Drive

City Council Meeting **I. 22.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a purchase order with the County of San Bernardino for use of their weapons firing range facilities from FY2024/25 to FY2026/27 for an amount not to exceed $20,000 per fiscal year (Police Chief Tolber)

MOTION(S):

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

I move to approve the purchase order with the County of San Bernardino for use of their weapons firing range facilities from FY2024/25 to FY2026/27 for an amount not to exceed $20,000 per fiscal year.

RECOMMENDATION:

Staff recommends that Council approve the purchase order with the County of San Bernardino for use of their weapons firing range facilities.

DISCUSSION:

On September 20, 2022, the City approved a 5-year agreement with the County of San Bernardino Sheriff's Department for the use of their firing range facilities. The California Commission on Peace Officers Standards and Training (POST) requires police officers to conduct firearm qualifications. Redlands Police officers are required to qualify for their respective firearms three times per year. One of those qualifications must be a night-time qualification. Although this is a minimum requirement, the ability to train more frequently ensures that department members are more proficient with their firearms and will reduce the potential for liability. Trimester firearms qualifications are only one consideration when discussing the need to access weapons firing range facilities. Department personnel also need range access to test weapons that have been submitted to

an armorer for repair, sighting in newly purchased weapons or optics, and to qualify retired police officers for the issuance of their Carry Concealed Weapons (CCW) permits. The SWAT team is required to train with their firearms on a monthly basis. Currently, the City of Redlands does not have a shooting range. The City of Redlands has been contracting with the County of San Bernardino for weapons firing range facilities for several years. The agreement with the County enables Redlands Police Department personnel to utilize the pistol range, rifle range, classroom facilities, the Gas House, RAC House, Mat Room, and the Live Fire House.

The costs associated with these facilities were fixed for the last two fiscal years. In order to prepare a purchase order for the remaining 3 years of the agreement, staff is requesting approval of the purchase order in an amount not to exceed $20,000 for each fiscal year 2024-25, 2025-26, and 2026-27. This amount also includes any cost adjustments indicated in the agreement. In addition, funds for this service are included in the Department's FY2024-26 biennial budget and will be requested for the subsequent fiscal years in the Police Department's budget request.

ALTERNATIVES:

Do not approve the purchase order with the County of San Bernardino for use of their weapons firing range facilities. The Redlands Police Department would have to find another suitable location.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Police Chief

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

REVIEWED BY:
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:	N
Amount:	20,000
Budgeted Y/N:	Y
Account No.:	101202-6403

Discussion:

The costs associated with this agreement have been budgeted for FY24/25 and FY25/26.

Attachments

Firing Range Agreement 9.28.22

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

SAN BERNARDINO COUNTY

Contract Number
SHR - 22- 0136

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	City of Redlands
Contractor Representative	Christopher R. Catren
Telephone Number	(909)798-7661
Contract Term	09-28-2022 through 06-30-2027
Original Contract Amount	Fee per Service
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT FOR USE OF SAN BERNARDINO COUNTY SHERIFF/CORONER/PUBLIC ADMINISTRATOR WEAPONS FIRING RANGE FACILITIES

WHEREAS, the County, through the Sheriff/Coroner/Public Administrator, hereinafter referred to as "Sheriff", operates a Weapons Firing Range (Range), a Live Fire House (LFH), a Tactical Training House (TACH); and a Chemical Agents Facility (CAF) located at the Frank Bland Regional Training Center (Training Center); **AND**

WHEREAS, the Contractor desires to enter into an Agreement for the use of said Range for the purpose of firearms training; or of said CAF for periodic chemical agent (tear gas) training; or of said LFH and/or TACH for the purpose of periodic firearms qualification shoots and/or firearms training;

NOW, THEREFORE, the parties agree as follows:

A. SCOPE OF SERVICES

A.1 The Contractor shall make use of the Range, CAF, LFH, or TACH at approximately quarterly intervals during each contractual year. Contractor shall be provided access to the Range as many times as required to ensure that all Contractor's law enforcement personnel and/or students have successfully completed qualifying shoots and/or training sessions. Use of the Range shall take place during normal Range operating hours, at times and dates specified by the Sheriff's Range Master and/or Range Safety Officer. Available Range facilities shall include, but are not limited to, the following: pistol range, rifle range, and classroom facilities.

A.2 The Contractor shall coordinate with a designated County Range Safety Officer regarding the proper use of the Range, CAF, LFH and TACH facilities. Contractor shall ensure that all Contractor's personnel and students utilizing the Range, CAF, LFH, or TACH are knowledgeable regarding proper use of the Range, CAF, LFH and/or TACH facilities.

A.3 The LFH and TACH are limited to use by Special Weapons and Tactics (SWAT) teams and must be approved by the Sheriff's Range Master, or designee, to assure proper training and qualification.

A.4 Instructors must consult with the Sheriff's Range Safety Officer for an update of LFH and TACH procedures if a 12-month period of non-use has occurred.

A.5 The Contractor shall supply, at no cost to the County, a qualified Range Master, who has successfully completed a California Peace Officer Standards of Training (P.O.S.T.) approved (or equivalent) firearms instructor course, who shall personally supervise and control the course of training of Contractor's personnel and students at the Range, CAF, LFH and TACH subject to oversight and approval of the Sheriff's Range Master and Range Safety Officer. Contractor shall always have at least two safety persons (approved by Sheriff Department's staff) per scenario on site at the LFH and/or TACH during any training activity. Depending upon the nature of the training activity, Sheriff's Range Master or Range Safety Officer, or equivalent Range/CAF/LFH/TACH personnel, reserves the right to take direct control of the course of training of Contractor's personnel and students with the assistance of Contractor's Range Master.

A.5.1 Contractor shall supply copies of all related certifications of all instructors/safety officers.

A.5.2 All participants shall conduct themselves in accordance with Range Rules and Regulations, as detailed in Exhibit A; Live Fire House Regulations and Safety Rules, as detailed in Exhibit B; Chemical Agents Facility Regulations and Safety Rules, as detailed in Exhibit C; and Tactical Training House Regulations and Safety Rules, as detailed in Exhibit D, attached hereto and incorporated herein by reference.

A.5.3 Violations of the above-mentioned rules and regulations may result in immediate termination of Contractor's Range, LFH, CAF and TACH privileges.

A.6 The Contractor shall limit the use of the Sheriff Department's Range, CAF, LFH, and TACH facilities to those personnel and students currently employed or enrolled with Contractor at the time the Range, CAF, LFH, and/or TACH are used.

A.7 The Contractor shall supply and bear the cost of all supplies or equipment necessary for shoots or training, above those detailed in the Schedule A, attached hereto and incorporated herein by reference. Contractor shall supply all necessary ammunition and weapons. All expended shell casings shall become the sole property of the County.

A.8 The Contractor shall submit a course of fire to the Sheriff's Range Master or Range Safety Officer prior to Contractor's initial use of the Range, LFH, and/or TACH facilities. Contractor shall submit a new course of fire prior to making any change in use of the Range, LFH, and/or TACH facilities.

A.9 The Contractor shall supply the Sheriff's Range Master or Range Safety Officer with contact information for Contractor's lead instructor/Range Master.

A.10 It shall be the sole responsibility of the Contractor to ensure that all shooters arrive for all shoots and/or training sessions. Contractor is required to submit a roster of individuals in attendance at the Training Center.

B. TERM AND TERMINATION

The term of this Agreement shall be for a period commencing on August 1, 2022, or upon the date of approval by the Sheriff, whichever is later, and ending on June 30, 2027. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by Contractor or by Sheriff upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any

such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

C. FISCAL PROVISIONS

C.1 The Contractor shall compensate the County at the rates set forth and attached hereto as Schedule B, per agency, based upon the actual number of shooters or per facility fee, per session. Sessions up to four hours will be considered a half-day session with a limit of twenty (20) shooters in four hours. Sessions more than four hours (or more than twenty (20) shooters) will be considered a whole day session.

C.2 Each Contractor agency is responsible for its per shooter/facility/session charges. If multiple Contractor Agencies train together, the charges cannot be combined and will be billed separately.

C.3 Contractor shall be billed in arrears on a quarterly basis. Contractor will submit payment to the Sheriff Department's Bureau of Administration for the costs billed within forty-five (45) days of invoice.

C.4 Schedule B reflects the rates in effect at the execution of this Agreement. County shall have the right to adjust the rates provided under this Agreement at the end of each fiscal year for the ensuing fiscal year. Any subsequent cost change(s) shall become effective on July 1 of the County fiscal year (July 1 through June 30). Such rate change(s) can include changes to Memoranda of Understanding approved by the County Board of Supervisors for County employees and other inflationary costs. Sheriff shall provide notice to Contractor of pending rate change(s) by providing Contractor with a revised Schedule B reflecting such rate change(s).

C.5 CANCELLATION POLICY: Contractor agrees to pay the full cost of any scheduled facility session according to the Schedule B charges for the specific shooter/time booked unless the reserved time has been cancelled, at a minimum, twenty-four (24) hours prior to the scheduled session time. Contractor may cancel scheduled sessions by calling the Sheriff's Range office at (909) 473-2549 or by e-mail to: sheriffsrange@sbcsd.org.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

D.1 Indemnification

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

D.2 Additional Insured

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

D.3 Waiver of Subrogation Rights

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

D.4 Policies Primary and Non-Contributory
All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

D.5 Severability of Interests
The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

D.6 Proof of Coverage
The Contractor shall furnish Certificates of Insurance to the Sheriff's Department to the address referenced in Paragraph F, evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

D.7 Acceptability of Insurance Carrier
Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

D.8 Deductibles and Self-Insured Retention
Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

D.9 Failure to Procure Coverage
In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County invoices to the Contractor will be increased to pay for County purchased insurance.

D.10 Insurance Review
Insurance requirements are subject to periodic review by the County. The Direction of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

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

For contractors which are considered self-insured public entities: Both Contractor and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. Contractor and County warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

For contractors which are not considered self-insured public entities: Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

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

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

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

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

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

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

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

D.11.5 Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

D.12 Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

E. NOTICES

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

San Bernardino County Sheriff's Department Bureau of Administration, Contracts Unit 655 East Third Street San Bernardino, CA 92415-0061	City of Redlands ATTN: City Clerk PO Box 3005 Redlands, CA 92373

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

F. AUTHORITY

The Sheriff/Coroner/Public Administrator of San Bernardino County, or designee, shall have the right to exercise the County's authority under this Agreement including the right to give notice of termination on behalf of the County at his sole discretion.

G. AGREEMENT AUTHORIZATION

The Contractor warrants and represents that the individual signing this Agreement is a properly authorized representative of the Contractor and has the full power and authority to enter into this Agreement on the Contractor's behalf.

H. ENTIRE AGREEMENT

This Agreement, including all Exhibits and Schedules, which are attached hereto and incorporated by reference, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein.

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

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

Approved as to Legal Form

Name, Title Yvette M. Abich Garcia, City Atty.

Dated: 9/21/22

Agency Name City of Redlands

► Signature

City of Redlands
(Print or type name of agency/department)

By ► *(Authorized signature - sign in blue ink)*

Name Paul T. Barich, Mayor
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: 9/20/22

Address PO Box 3005

Redlands, CA 92373

ATTEST:

Jeanne Donaldson
City Clerk

FOR SAN BERNARDINO COUNTY SHERIFF'S USE ONLY

Approved as to Legal Form		Reviewed/Approved by Sheriff-Coroner Authorized Signature
►		►
Richard D. Luczak, Deputy County Counsel		Kelly Welty, Chief Deputy Director of Sheriff Administration
Date 9/27/22		Date 9/28/22

SCHEDULE A

SUPPLIES AND SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT FOR USE OF THE RANGE FACILITIES:

1. Target backing.
2. Target frames (stands).
3. Gun cleaning supplies and a designated area for gun cleaning.

ADDITIONAL INFORMATION:

- CONTRACTOR will provide targets, staple guns and staples. Additional imported targets (steel, windshields, etc.) need the approval of the Rangemaster or Designee.

- Inmate assistance for range set up and target maintenance is available on a limited basis and is not guaranteed.

- Nighttime use of the range facilities is available on a limited basis and must be approved by the Sheriff's Rangemaster or Designee.

SCHEDULE B

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

USE OF WEAPONS FIRING RANGE FACILITIES FEE SCHEDULE 2022-27 *

FACILITY (Per Session)	HALF DAY UP TO FOUR (4) HOURS/DAY (UP TO 20 SHOOTERS)	FULL DAY MORE THAN FOUR (4) HOURS/DAY (MORE THAN 20 SHOOTERS)
Shooting Range	$23 per Shooter	
Live Fire House	$460	$920
Gas House	$220	$440
RAC House / Simmunition House / TAC House	$460	$920
Mat Room **	$220	
Classroom **	$220	

* The rates on this page are for the fiscal year 2022-23 only and may be adjusted each fiscal year.

** Charged when no other exercise is being conducted by an agency on the same day.

EXHIBIT A

NOTICE

RANGE SAFETY ADVISORY

THE FOLLOWING SAFETY PROCEDURES WILL BE STRICTLY ENFORCED:

1. Upon arrival, all weapons are to remain holstered until participants are instructed to report to the firing line and given commands for the course of fire.

2. All shooters must wear proper ear and eye protection as approved by the Sheriff's Range.

3. Weapons are to be loaded or down loaded at the firing line, or as otherwise instructed by the Range Safety Officer.

4. Only magazines and speed loaders may be down loaded and replaced with live ammunition in the staging area.

5. After completing the course of fire, weapons are to be re-holstered upon leaving the firing line.

6. Weapons may be un-holstered in the cleaning room and rendered safe for cleaning by using the bullet containment system located in the cleaning room.

7. A duty round may only be re-chambered at the firing line or by using the bullet containment system located in the cleaning room.

8. Violation of any safety rule will result in removal of the violator from the Range. Flagrant safety violations could lead to suspension of future range privileges to the violator and/or the agency or organization the violator represents.

9. Eating, open toed shoes, and shorts are not permitted on the firing ranges

IF THERE ARE ANY QUESTIONS, PLEASE CONSULT THE RANGE SAFETY OFFICER OR RANGEMASTER

Rev. 06/2022

EXHIBIT B

San Bernardino Sheriff's Department
Live Fire House Regulations and Safety Rules

1. Approval for use of the Live Fire House must be made by the or the Rangemaster or his/her Designee; authorized firearms instructors must be present during use; the primary (lead) instructor is responsible for the safe operation and maintenance of the Live Fire House; all training, presentation, or demonstrations, whether live fire or not, will be under the direct supervision of an instructor; the primary instructor will ensure that all participants involved in live fire training are qualified to do so; all instructors must have satisfactorily completed a "Live Fire House Operations-Instructor Development Course", as offered by either San Bernardino County Sheriff's Department (or equivalent subject to the approval of the Sheriff's Rangemaster); the primary instructor will ensure that all participants involved in Live Fire House training receive a safety briefing that includes basic firearms safety, and the safe operating procedures for the Live Fire House; all loading and unloading of weapons will be under the direct supervision of a firearms instructor; the primary instructor will ensure that the following safety equipment is on-hand prior to "Live Firearms Training", these include, first aid trauma kit, radio or other form of communication, that fire extinguishers are present and charged, and the approach gate to the LFH remains clear of obstruction at all times.

2. Under most circumstances, the student to authorized instructor ratio will not exceed 3 to 1; body armor, eye and hearing protection must be worn by everyone who enters the Live Fire House; prior to live fire exercises, all rooms will be checked to ensure that no personnel are present; firearm instructors will ensure that targets are placed so that, when engaged, rounds will hit the proper backstop and rounds will not exit the building; authorized/approved frangible ammunition shall only be used, if your ammunition is not on the approved list a test must be conducted by the Range Staff to verify that the ammunition is appropriate for the facility; no metal targets will be allowed; instructors shall review all targets and angles of deflections before beginning live fire; if during any training a safety whistle is blown or a command that is designated as a "Cease Fire" command is made, the shooter(s) shall freeze their movement, place trigger fingers outside of trigger guards, depress the weapons muzzles, repeat "Cease Fire" and wait for further commands from the instructor; students are required to follow the direction of the instructors and the safe operating procedures at all times, failure to do so is just cause for removal from training, all observers are required to follow the safety rules established for the Live Fire House at all times, failure to comply with these safety rules is just cause for removal from the Live Fire Facility; instructors shall ensure that no shots impact any containment wall closer than 18" from its upper edge; instructors shall monitor students to ensure that firing positions are not taken that may endanger other students or may allow fired round(s) from escaping the containment area.

3. The red range flag must be hoisted prior to use; at the conclusion of the training session the building shall be checked for damage, potential fire concerns and then secured; all damage not consistent with normal wear must be repaired, replaced and reported.

4. The entrance gates to the Live Fire House will be closed during all live fire exercises, with entry being approved only by the primary safety officer; no unauthorized persons shall be present in or around the Live Fire House without checking in with the safety officer and having his or her consent to be present; any injuries must be immediately reported to the Range Safety Officer or Rangemaster; a post operation inspection of the Live Fire House facility will be made by the primary

instructor to ensure the following: all weapons, ammunition, diversionary devices, body armor, and other equipment used during the training period are accounted for, that brass has been collected and that all other debris within the Live Fire House has been removed, that no student(s) has sustained any injuries during training, that no damage has been caused by the training; account for all personnel who used the Live Fire House.

5. All agencies seeking to use the Live Fire House must have a current contract with the County of San Bernardino for such use, and insurance document, on file; curriculum of exercises that are to be conducted in the Live Fire House must be submitted in advance to the Rangemaster for approval; specific safety policies and procedures of the San Bernardino County Sheriff's Department must be followed at all times; firearms shall not be handled by persons with a blood alcohol content in excess of .00% by weight or under the influence of drugs or medication that would impair their motor skills, judgment, or balance; and no chemical agents may be used in the Live Fire House.

6. All ammunition(s) used at the Life Fire House must be approved by the San Bernardino County Sheriff's Department and meet Department standards.

EXHIBIT C

San Bernardino County Sheriff's Department
Chemical Agents Facility Regulations and Safety Rules

1. Approval for use of the Sheriff's Chemical Agents Facility (CAF) must be made by the Rangemaster or his/her designee; authorized chemical agents instructors must be present during use; the primary (lead) instructor is responsible for the safe operation and maintenance of the CAF; all training, presentation, or demonstrations, whether live training or not, will be under the direct supervision of an instructor; the primary instructor will ensure all participants involved in training are qualified to do so; all instructors must have satisfactorily completed a POST certified "Chemical Agents Instructor Course," as offered by either the San Bernardino County Sheriff's Department or equivalent, subject to the approval of the Sheriff's Rangemaster; the primary instructor will ensure the following safety equipment is on-hand prior to live training, these include, first aid trauma kit, radio or other form of communication, charged fire extinguisher(s), operable water source, "dud" container(s) with water.

2. No firearms and/or edged weapons shall be present by those involved in chemical agents training; chemical agents shall not be handled by persons with a blood alcohol content more than .00% by weight or under the influence of drugs or medication that would impair their motor skills, judgment, or balance; any injuries shall be immediately reported to the Rangemaster or readily available Range staff member; a post operation inspection of the CAF will be made by the primary instructor to ensure any related equipment utilized during the training period are accounted for and removed; damage to the CAF shall be immediately reported to the Rangemaster or his/her designee; if at any time, flagrant safety violations are observed, the Rangemaster or his/her designee shall assume control of the training session until its conclusion.

3. Chemical agents training shall adhere to the most current "POST Guidelines for Student Safety in Certified Courses" manual and section six (6) of the Sheriff's Training Division Safety Policy (available via the Range Office); all participants are required to follow the direction of the instructors and the safe operating procedures at all times, failure to do so is just cause for removal from training, all observers are required to follow the safety rules established for the CAF; the red notification flag must be hoisted prior to using the CAF; at the conclusion of the training session the CAF shall be checked for damage, potential fire concerns and then secured; all damage not consistent with normal wear must be repaired and/or replaced and reported.

4. Students/participants who are issued or using an air-purifying respirator (APR) when participating in chemical agents training must have completed any agency required medical examination, shall have met CAL/OSHA requirements for fit testing and use a NIOSH approved APR; the following staff-to-student ratios shall be used inside the CAF:

Verbal/Classroom Instruction	1:20
Application/Practical's	1:1

EXHIBIT D

San Bernardino Sheriff's Department
Tac-House Regulations and Safety Rules

1. Approval for use of the Tac-House must be made by the Rangemaster or his/her designee; authorized firearms instructors must be present during use; the primary (lead) instructor is responsible for the safe operation and maintenance of the Tac-House; all training, presentations, demonstrations, and live training evolutions will be under the direct supervision of an instructor; the primary instructor will ensure all participants involved in training evolutions are qualified to do so; all instructors must have satisfactorily completed a "Live Fire House Operations-Instructor Development Course," as offered by either the San Bernardino County Sheriff's Department (or equivalent subject to the approval of the Sheriff's Rangemaster) or a certified "Active Shooter Instructor" course; the primary instructor will ensure all participants involved in training receive a safety briefing that includes basic firearms safety, and the safe operating procedures for the Tac-House; all loading and unloading of training weapons will be under the direct supervision of a firearms instructor; the primary instructor will ensure the following safety equipment is on-hand prior to live training evolutions, these include, first aid trauma kit, radio or other form of communication, that fire extinguishers are present and charged, and the Tac-House interior/exterior boundaries remains clear of obstruction(s) at all times; live firearms or live ammunition is not authorized inside the Tac-House, nor to be present during live training evolutions.

2. Under most circumstances, the student to authorized instructor ratio will not exceed 3 to 1; body armor, long sleeve clothing, pants, eye and hearing protection shall be worn by everyone who enters the Tac-House; prior to live training evolutions, all rooms will be checked to ensure no personnel are present other than role players; firearm instructors will ensure targets are placed so that, when engaged, rounds will impact the proper backstop and rounds will not exit the building; authorized/approved *"non-permanent marking simunition rounds"* shall only be used, if your simunition rounds are not on the approved list, a test must be conducted by the Range Staff to verify that simunition rounds are appropriate for the facility; instructors shall review all targets and angles of deflections before beginning live training evolutions; if during any training a safety whistle is blown or a command that is designated as a "Cease Fire" command is made, the shooter(s) shall freeze their movement, place trigger fingers outside of trigger guards, depress the weapons muzzles, engage the safety selector and repeat "Cease Fire" and wait for further commands from the instructor; students are required to follow the direction of the instructors and the safe operating procedures at all times, failure to do so is just cause for removal from training, all observers are required to follow the safety rules established for the Tac-House at all times, failure to comply with these safety rules is just cause for removal from the Tac-House and Training Center Campus; instructors shall ensure that no shots impact any containment wall closer than 18" from its upper edge or within 18" of any role player; instructors shall monitor students to ensure that firing positions are not taken that may endanger other students or may allow fired round(s) from escaping the containment area.

3. The red range flag must be hoisted prior to use; at the conclusion of the training session the Tac-House shall be checked for damage, potential fire concerns and then secured; all damage not consistent with normal wear must be repaired, replaced and reported.

4. With the exception of training evolution vehicles, the ingress/egress of the Tac-House shall be cordoned off during all live training evolutions, with entry being approved only by the primary safety

officer; no unauthorized persons shall be present in or around the Tac-House without checking in with the safety officer and having his or her consent to be present; any injuries must be immediately reported to the Range Office or Rangemaster; a pre and post operation inspection of the Tac-House facility will be made by the primary instructor to ensure the following: all weapons, munitions, body armor, and other equipment used during the training period are accounted for, that FCC's have been collected and that all other debris within the Tac-House has been removed, that no student(s) have sustained any injuries during training, that no damage has been caused by the training; account for all personnel who used the Tac-House.

5. All agencies seeking to use the Tac-House must have a current contract with the County of San Bernardino for such use, and insurance document, on file; curriculum of exercises that are to be conducted in the Tac-House must be submitted in advance to the Rangemaster for approval; specific safety policies and procedures of the San Bernardino County Sheriff's Department must be followed at all times; live or training firearms shall not be handled by persons with a blood alcohol content in excess of .00% by weight or under the influence of drugs or medication that would impair their motor skills, judgment, or balance; and no chemical agents or flammable/non-flammable incendiary devices may be used inside the Tac-House.

6. All simunition(s) used at the Tac-House must be approved by the San Bernardino County Sheriff's Department and meet Department standards

City Council Meeting **I. 23.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for in-kind support in the amount of $15,903.70 for the Redlands Oktoberfest event hosted by the Redlands Optimist Club from October 5, 2024 through October 6, 2024, within Sylvan Park; authorize the sale and consumption of alcoholic beverages at the event; and determine that the event is categorically 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 Department Director Crocker)

MOTION(S):

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

1. I move that City Council determine the Redlands Oktoberfest event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act;
2. I move to authorize and approve a request for in-kind support in the amount of $15,903.70 related to this event; and
3. I move to authorize the sale and consumption of alcoholic beverages for the Redlands Optimist Club to be held on October 5, 2024, and October 6, 2024, at Sylvan Park.

RECOMMENDATION:

Staff recommends that the City Council determine that the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff additionally recommends that the City Council authorize the sale and consumption of alcoholic beverages during the Redlands Optimist Club's Oktoberfest event and direct staff accordingly concerning the request for in-kind support.

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. Therefore, 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 the expenditure of city resources related to a specific special event without reimbursement from non-profit agencies and organizations.

The Redlands Optimist Club (Optimist Club) has reserved Sylvan Park on Saturday, October 5th and Sunday, October 6th of 2024 for the Redlands Oktoberfest event. The Optimist Club is requesting in-kind support and departmental resources for this event, including personnel and equipment from the Police and Facilities and Community Services Departments. The Optimist Club is also requesting permission to serve alcohol at the event that will end no later than 8:00 p.m. on Saturday and Sunday. The Optimist Club is a registered non-profit organization operating out of the City of Redlands. The City Council has waived fees for this event in the past as it serves as a public benefit to the community by promoting economic development and tourism within the community. The Optimist Club will be responsible for operating and obtaining the daily license to serve alcohol from the Office of Alcohol Beverage Control.

City Council approval is necessary to authorize the consumption of alcohol for this event due to its location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559, and therefore the approval of this request is outside of the staff's purview. Should the City Council approve the consumption of alcohol, staff will coordinate the distribution of receptacles to collect all recyclable material generated from the event. The event is categorically exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15061 (b)(3). This section includes the permitting of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The request is consistent with this exemption as it includes permitting within an existing public park for a temporary event.

ALTERNATIVES:

The City Council may deny the request or provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Plan Priority A: Quality of Life - Strategic Objective 1: Beautification, Arts and Culture.

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

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

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

PREPARED BY:
Amber N. Davis, Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$15,903.70

Discussion:

Please see "Fiscal Impact" attachment for reference.

Attachments

In-Kind Support Request
ABC License
Event Maps
Park Reservation Request
Verification of NonProfit
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: Redlands Optimist Oktoberfest

Event Date(s): Oct 5th - 6th **Location(s):** Sylvan Park

Rain Out Date: - NA - **Beginning Time:** 10:00 **End Time:** 20:00

Describe Your Request:

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

13th Annual Optimist Club of Redlands (501 C3) Oktoberfest is the major fundraising event allowing the organization to host youth activities and fund other organizations in the community that serve the youth of Redlands. The event itself has an entire section dedicated to youth activities. The event creates a fun festive atmoshere that is family oriented with music, games, food and drink. City of Redlands Police Department has each year provided 2 officers on site during the event. We are reqeusting the use of Sylvan Park and maintenance of facilities for the event.

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

- ☐ Traffic (*Personnel, equipment, cones, barricades, no-parking*)
- ☒ Police (*Public Safety Personnel*) — 2 Uniformed On Duty Police during the event public hours
- ☒ Fire (*Paramedics, Inspectors*) — City Reviews Site Plan and Plans appropriate response plan
- ☒ Parks (*Cleanup Personnel, Ball Field Lights*) — Facilites Maintenance and Pre-Event Clean Up
- ☒ Facility — Use of all grounds outlined in the SIte Plan, and Roll off container

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

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

- ☒ Other

Group/Organization Name: Optimist CLub of Redlands

Is your Group/Organization a Registered Non-Profit: ☒ Yes ☐ No **Non-Profit Federal Tax ID Number:** REDACTED

Does your Group/Organization Presently Have Liability Insurance? ☒ Yes ☐ No

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

Has your Group/Organization received fee waivers from the City in the past? Yes each of the last 12 years

Primary Contact Name & Title: Richard Pennington, Oktoberfest Committee Chairman

Mailing Address: 720 N Eureka St, Redlands, CA 92374

Phone Number: 909-321-3287 **E-Mail Address:** richard@penningtondesigns.com

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

Positive outcomes for your organization from this

We financially support over 20 different community organizations whose primary beneficiaries are the youth. We are also able to fund nearly 20 of our own events for the youth. Our 42 year signature event is The Optimist Games for every special needs student in the school district as well as our Walk on Water event and many other wonderful prorams

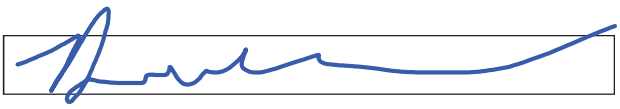
Describe what economic benefit and impact this event will bring to the City:

Our annual budgetYouth Fund is well norht of $130k and we have no adminstrative expenses as our orgnaization is 100% volunteer based. Our ability to derive funding to support the mutiple charitbble and youth oriented organizations through out Redlands allows us to extend the breadth and reach of the cities efforts at nearly $0.12 per city dollar from this event alone. Our efforts and the efforts of those we support mitigate negative envirpnements youth may be exposed to, encourage youth civic responsibility and promote the general wellfare of the youth in our community.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	3,000	4,500	6
Attendance: Non-Residents	2,000	1,800	2
Food & Beverage Sales	$20,000	$17,500	$0
Merchandise Sales	$2,000	$2,000	$0
Ticket/Entrance Fees	$10,000	$9,000	$0
Other	$0	$0	$0
Total Revenue	$32,000	$28,500	$0

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

Signature:  **Title:** Oktoberfest Committee Chairman

Please Print Your Name: Richard Pennington **Date:** 4/14/2024

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

State of California

DAILY LICENSE APPLICATION

Department of Alcoholic Beverage Control

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Redlands Optimist Club	[redacted]
Organization Mailing Address: PO Box 1611, Redlands, CA 92373	

LICENSE TYPE

☐ Special Daily Beer and Wine	☐ Daily General	☐ Special Temporary License
☐ Amateur Sports Organization ☒ Charitable ☐ Civic ☐ Cultural ☐ Fraternal ☐ Political ☐ Religious ☐ Social ☐ Other:	☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure ☒ Organization Formed for Specific Charitable or Civic Purpose ☐ Fraternal Organization in Existence over Five Years with Regular Membership ☐ Religious Organization ☐ Vessel per Section 24045.10 B&P ($50.00)	☐ Television Station per Section 24045.2 or 24045.9 B&P ☐ Non-profit Corporation per Section 24045.4 and 24045.6 B&P ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P ☐ Other Special Temporary License Per Section: License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event (Mark Yes, if the event is 100% virtual)
10/5/24 - 10/6/24	2	11 am To 8 pm	☐ Yes ☒ No

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
601 N University, Redlands, CA 92374	Sylvan Park	☒ Yes ☐ No

Event Type	Type of Entertainment	Event Open to Public
☐ Barbeque ☐ Dinner ☐ Sporting Event ☐ Birthday ☒ Festival ☐ Social Gathering ☐ Concert ☐ Lunch ☐ Wedding ☐ Carnival ☐ Mixer ☐ Other: ☐ Dance ☐ Picnic	Festival/Oktoberfest	☒ Yes ☐ No

Estimated Attendance	Security Guard	If Yes, how many	Outdoor Event
4000	☐ Yes ☒ No	Redlands Police	☒ Yes* ☐ No *If Yes, a diagram of the event area is required

REQUIRED

☐ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person	Phone Number	Email Address
Tim Huston	909-528-0700	thuston@pimg.net

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name	Phone Number	Signature	Date Signed
Tim Huston	909-528-0700		7/24/24
Property Owner Approval By (Name) Required	**Phone Number**	**Signature**	**Date Signed**
Judi Cowlin	909 798 7055	Judi Cowlin	7/23/24
Law Enforcement Approval By (Name), If applicable	Phone Number	Signature	Date Signed
Ryan Stemmens	909 647 8165		7/23/24
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

ABC-221 (Rev.09/23)

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located. Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
3. PREMISES ADDRESS (Street number and name, city, zip code)	**4. NEAREST CROSS STREET**

DIAGRAM

I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

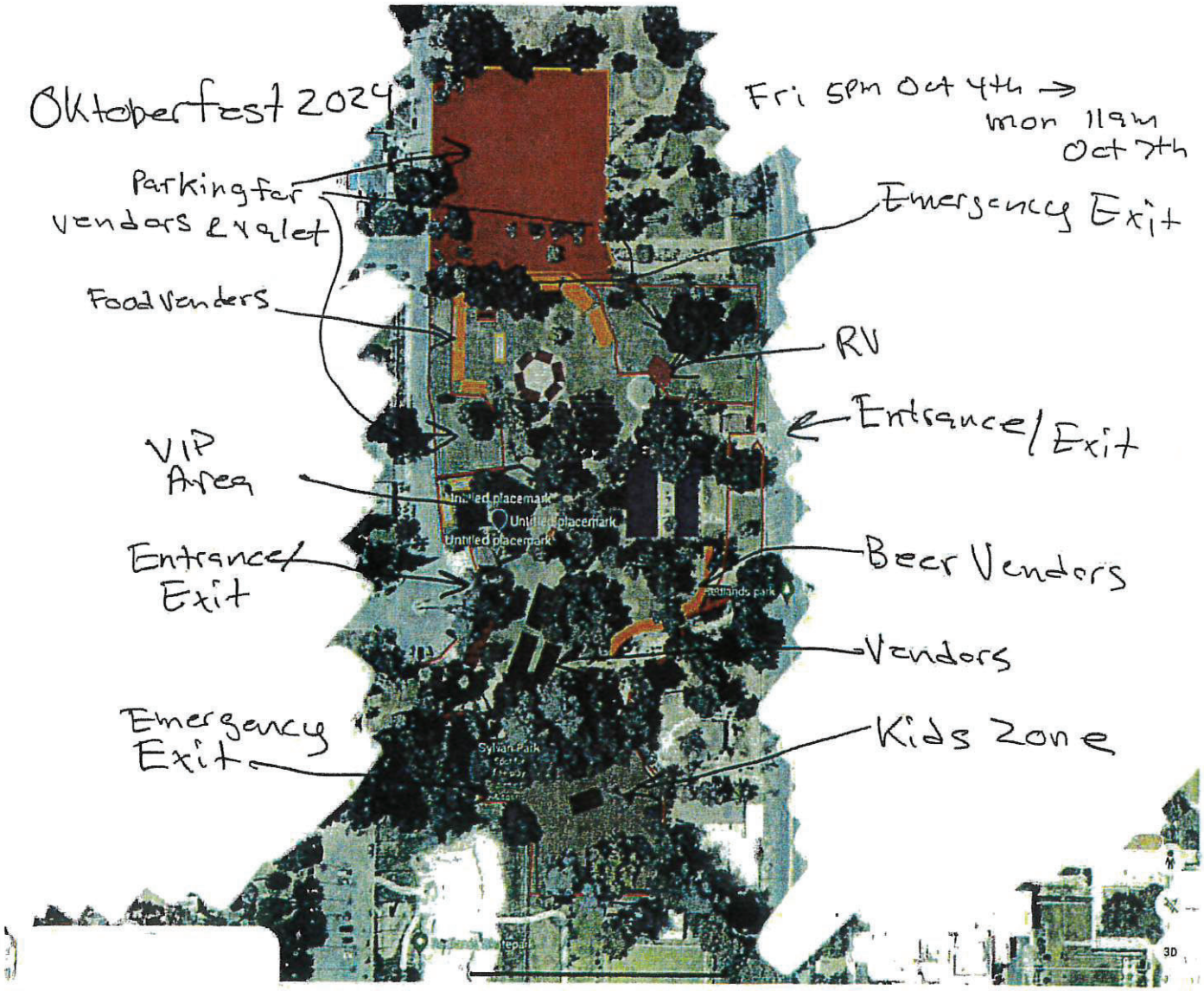
APPLICANT SIGNATURE	DATE SIGNED

FOR ABC USE ONLY

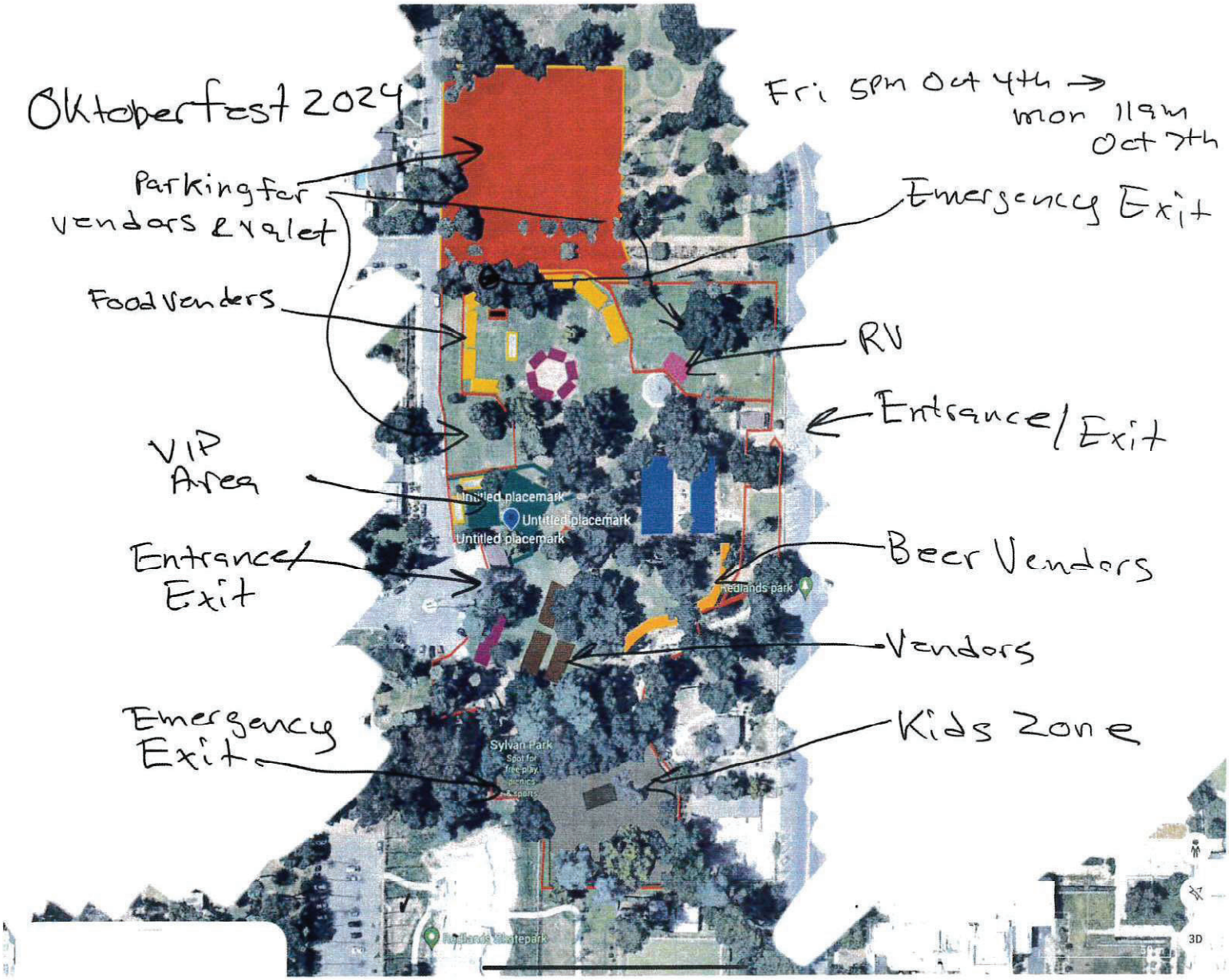
CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

ABC-253 (rev. 07/19)

APPENDIX A


Oktoberfest 2024
Fri 5pm Oct 4th →
mon 11am
Oct 7th
Parking for
vendors & valet
Emergency Exit
Food Vendors
RV
Entrance/Exit
VIP
Area
Untitled placemark
Untitled placemark
Untitled placemark
Entrance/
Exit
Beer Vendors
Vendors
Emergency
Exit
Kids Zone
Sylvan Park
3D

APPENDIX A


Oktoberfest 2024
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vendors & valet
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RV
Entrance/Exit
VIP
Area
Untitled placemark
Untitled placemark
Untitled placemark
Entrance/
Exit
Beer Vendors
Redlands park
Vendors
Emergency
Exit
Kids Zone
Sylvan Park
Spot for
free play,
picnics
& sports
Redlands Skatepark
3D

CITY OF REDLANDS – FACILITIES & COMMUNITY SERVICES DEPARTMENT
FORMAL PARK RESERVATION REQUEST

35 Cajon Street, Suite 222, P.O. Box 3005, Redlands, CA 92373 (909) 798-7655

Reservations taken year-round. No reservations made without fees/deposit paid and completion of form.

Date/Time of Activity Oct 4, 5, 6 2024 / 8am-8pm Date/Time of Set-up Oct 4 / 8am 2024 Estimated Attendance 3500

Requested Park: Brookside Community Crafton Ed Hales Ford
Jennie Davis Prospect Smiley (Sylvan) Texonia Other _____

Name of Organization/Individual Redlands Optimist Club

Address PO Box 1611 City Redlands State Ca Zip 92373

Phone (W/H) 909-528-0700 (C) (Email) thuston@prmg.net

Nature of activity (describe in detail):
Oktober fest

☐ City Department ☒ Redlands Resident ☐ Non-Redlands Resident

Type of Equipment Set-up by Event Coordinator(s)

Tables __ Chairs __ EZ Ups __ Decorations __ Flowers ___ Food ___ Stereo ___ Porta Potty ___ Temporary Trash Bins ___ Electricity ___
Other _____

Type of Vendor/Service

Jumper ___ Caterer ___ Clown ___ Face painter ___ Police ___ Fire ___ Other _____

Per Municipal Code 12.44.050 Outside sales are not allowed without express permission by the Quality of Life Director.
Per Municipal Code 12.44.190 No person shall cook or prepare on areas except for those specifically designated.
Per Municipal Code 5.04.090 All vendors are required to have a current business license with the City of Redlands.

Sylvan Park Picnic Areas

X **Section "A"** (select tables desired)
1 2 3 4 5 6 7 8 9
10 11 12 13 14 15 16 17 18
19 20 21 22 23 24 25 26

X **Section "C"** (select tables desired)
1 2 3 4 5 6 7

X **Gazebo** Times: _____ am/pm to _____ am/pm Total Hours ___

X **Covered Picnic Area** Times: _____ am/pm to _____ am/pm Total Hours ___

Application for Amplified Sound/Other Equipment

Type of amplification/other equipment _____

Nature of Use _____ Time of day to be used _____ am/pm to _____

Chapter 12, Redlands Municipal Code

Applicant shall comply with all City laws governing use of Redlands parks. Applicant shall defend, indemnify and hold harmless the City and its respective officials, officers and employees from and against any and all claims, lawsuits, damages, losses, injuries, costs and liabilities for injury (including death) to persons or property arising from or associated with applicant's and applicant's officers', employees', agents' and invitees', negligent or intentionally wrongful acts or omissions in conducting applicant's activity allowed by the approved reservation request (Permit). Applicant Initial TH

NOTE: This permit is subject to immediate cancellation by any Police Officer or agent of the City who determines that any provision(s) of the City's Municipal Code have been violated.

Applicant may be required to provide the City, for review and approval, certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from applicant's activity. Such insurance shall name on the policy or endorsement, as additional insureds, the City of Redlands and its respective elected officials, officers, employees and agents. Such insurance shall include not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate of comprehensive general liability insurance, including bodily injury and property damage coverage, together with such other additional coverage as the City's Risk Manager may determine to be prudent. Insurance coverage shall be maintained for the duration of applicant's activity. Proof of Insurance Policy No. _____ Insurance Company _____

Signature of Applicant _____ Date 6/11/24

OFFICE USE ONLY

___ Approved ___ Not Approved Authorized Signature _____ Date _____

Requirements: _____

Foundation Inc.

EIN: [redacted] Redlands, California, United States

Other Names

REDLANDS OPTIMIST CLUB FOUNDATION INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Year 2018 Form 990-N (e-Postcard)

Tax Period:
2018 (10/01/2018-09/30/2019)

EIN:
[redacted]

Organization Name (Doing Business as):
REDLANDS OPTIMIST CLUB FOUNDATION INC

Mailing Address:
PO BOX 1611
REDLANDS, CA 92373
United States

Principal Officer's Name and Address:
TODD UNDERWOOD

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:

Tax Year 2017 Form 990-N (e-Postcard)

Tax Period:
2017 (10/01/2017-09/30/2018)

EIN:
[redacted]

Organization Name (Doing Business as):
REDLANDS OPTIMIST CLUB FOUNDATION INC

Mailing Address:
PO BOX 1611
REDLANDS, CA 92373
United States

Principal Officer's Name and Address:
TIM HUSTON

PO BOX 1611
REDLANDS, CA 92373
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:

Tax Year 2016 Form 990-N (e-Postcard)

Tax Year 2015 Form 990-N (e-Postcard)

Tax Year 2014 Form 990-N (e-Postcard)

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

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

- **Tax Year 2022 Form 990**
- **Tax Year 2021 Form 990**
- **Tax Year 2020 Form 990EZ**

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)	**FY 2024-25 Amount**	**Type**	**FY 2023-24 Amount**
Police Personnel[1]	$9,500.00	Hard Cost	$10,080.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$4,050.00	Hard Cost	$2,250.00
Personnel & Equipment Subtotal	**$13,550.00**		**$12,330.00**
Fees Established by City Council Resolution			
Park Reservation	$675.00	Soft Cost	$422.00
FCS Equipment	$1,678.70	Soft Cost	$1,309.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	$2,353.70		$1,731.00
Total Departmental Charges and Fees	**$15,903.70**		$14,061.00
	$13,550.00 (hard) **$2,353.70** (soft) **$15,903.70 (Total)**		**$12,330.00** **$1,731.00** **$14,061.00**

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

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

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$27,410.00	$1,704.00	$0.00	$29,114.00	$29,114.00

City Council Meeting **I. 24.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for the temporary closure of Clay Street, between Lugonia Avenue and Western Avenue, for the Boys and Girls Club of Greater Redlands-Riverside Day for Kids event on September 21, 2024, from 8:00 a.m. to 4:00 p.m.; approve In-kind request for $300.00 for staff hours for street closure; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the requests are 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 the temporary closure of Clay Street, between Lugonia Avenue to Western Avenue, on September 21, 2024 for the Day for Kids event hosted by the Boys and Girls Club of Greater Redlands-Riverside; and
3. I move to authorize In-kind support in the amount of $300.00 for staffing costs for the event.

RECOMMENDATION:

Staff recommends 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. Staff also recommends that the City Council authorize the temporary street closure request of Clay Street between Lugonia Ave and Western Ave for the Day for Kids event hosted by Boys and Girls Club of Greater Redlands-Riverside; and authorize In-kind support in the amount of $300.00 for staffing costs for the

event.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for temporary street closures in areas of the City. Upon issuing a street closure permit, the event may take place contingent on the event organizer paying the required fees. The Boys and Girls Club of Greater Redlands-Riverside is requesting to hold the Day for Kids event on Saturday, September 21, 2024, at the Boys and Girls Club from 8:00 a.m. to 4:00 p.m.

According to the application, since 2006, the Boys & Girls Clubs of Greater Redlands-Riverside have hosted this valuable community resource event, open to all. The event consistently offers a carnival-like atmosphere with music, games, food, and prizes, providing a day of excitement and enjoyment for attendees. This year, the addition of a superhero theme aims to enhance the overall experience and engagement for participants. The event will attract approximately 300 residents and will have 15 vendors; the event not only boosts the local economy by attracting visitors but also supports workforce development, healthcare savings, and increased civic engagement. Furthermore, it strengthens local organizations by fostering community support and collaboration.

City Council approval is required for the event because of the request for the temporary street closure. The City's Municipal Code prohibits commercial activity and special events from taking place within a city street. The City Council has approved commercial activity within a city street for non-profit events in the past. Therefore, the Council's approval is needed for this request. Should the City Council elect to approve the event, the following condition of approval will apply; the event will be held on Clay Street between Lugonia Avenue and Western Avenue.

ALTERNATIVES:

The Council may deny this request.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts, and Culture.

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

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
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:	No
Appropriation Required Y/N:	N
Amount:	$300.00

Discussion:

Please see "Fiscal Impact" attachment for reference.

Attachments

In-Kind Request
Street Closure
Verification of Non-Profit
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: Day for Kids 2024

Event Date(s): September 21, 2024 **Location(s):** 1251 Clay Street - Redlands, CA 92374

Rain Out Date: N/A **Beginning Time:** 11 am **End Time:** 2 pm

Describe Your Request:

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

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — No-Parking, and Street Barricade
- [x] Police (*Public Safety Personnel)* — Requesting police presence at our community event to inspire youth
- [x] Fire (*Paramedics, Inspectors)* — Requesting Fire & AMR presence at our community event to inspire youth
- [ ] 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: Boys & Girls Clubs of Greater Redlands-Riverside

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

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: Lisa Pizzi, Marketing & Special Events Manager

Mailing Address: 1251 Clay Street | Redlands, CA 92374

Phone Number: 909.649.3944 **E-Mail Address:** lpizzi@bgcie.org

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

Positive outcomes for your organization from this

Since 2006, the Boys & Girls Clubs of Greater Redlands-Riverside have been hosting this wonderful and free community resource event. Everyone is welcome to join in the festivities. The event promises a carnival-like atmosphere, featuring music, games, food, prizes, and more, ensuring a day filled with excitement and fun for all who attend. And this year, we've added a superhero theme to really ramp up the excitement!

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

Boost local economy
Workforce Development
Healthcare Savings
Increased Civic Engagement
Support Local Organizations

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	250-300	250-300	15
Attendance: Non-Residents	N/A	N/A	
Food & Beverage Sales	No Sales	No Sales	
Merchandise Sales	No Sales	No Sales	
Ticket/Entrance Fees	No Charge	No Charge	
Other			
Total Revenue			

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

Signature: Lisa Pizzi **Title:** Marketing & Special Events

Please Print Your Name: Lisa Pizzi **Date:** 5/14/2024

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

Event: Day for Kids 2024

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: Boys & Girls Clubs of Greater Redlands-Riverside

To close (street names) Portion of Clay Street, in front of Boys & Girls Clubhouse

Between (street names) Lugonia and Western - partial street closure to the end of the Boys & Girls Club property

On (date) 9/21/24 **Event times -** from (time) 8 ☑ am ☐ pm to (time) 4 ☐ am ☑ pm

Address of Applicant: 1251 Clay Street | Redlands, CA 92374

Signature of Applicant: Lisa Pinzi Phone No. 909.649.3944

Condition(s): Residents will have entry and exit point to get in and out of their homes during event.
Street will not be blocked in front of resident housing.

Event Description: Annual Day for Kids - A Community Resource Fair, Our Sponsorship Deck is attached for reference.
Day for Kids is an annual event held to bring the redlands community together, and promote BGCGRR membership and services.

FOR OFFICE USE ONLY

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

1. _____ _____
   Chief of Police — Date

2. _____ _____
   Municipal Utilities & Engineering Department — Date

3. _____ _____
   Facilities & Community Services Department — Date

4. _____ _____
   Risk Management Division — Date

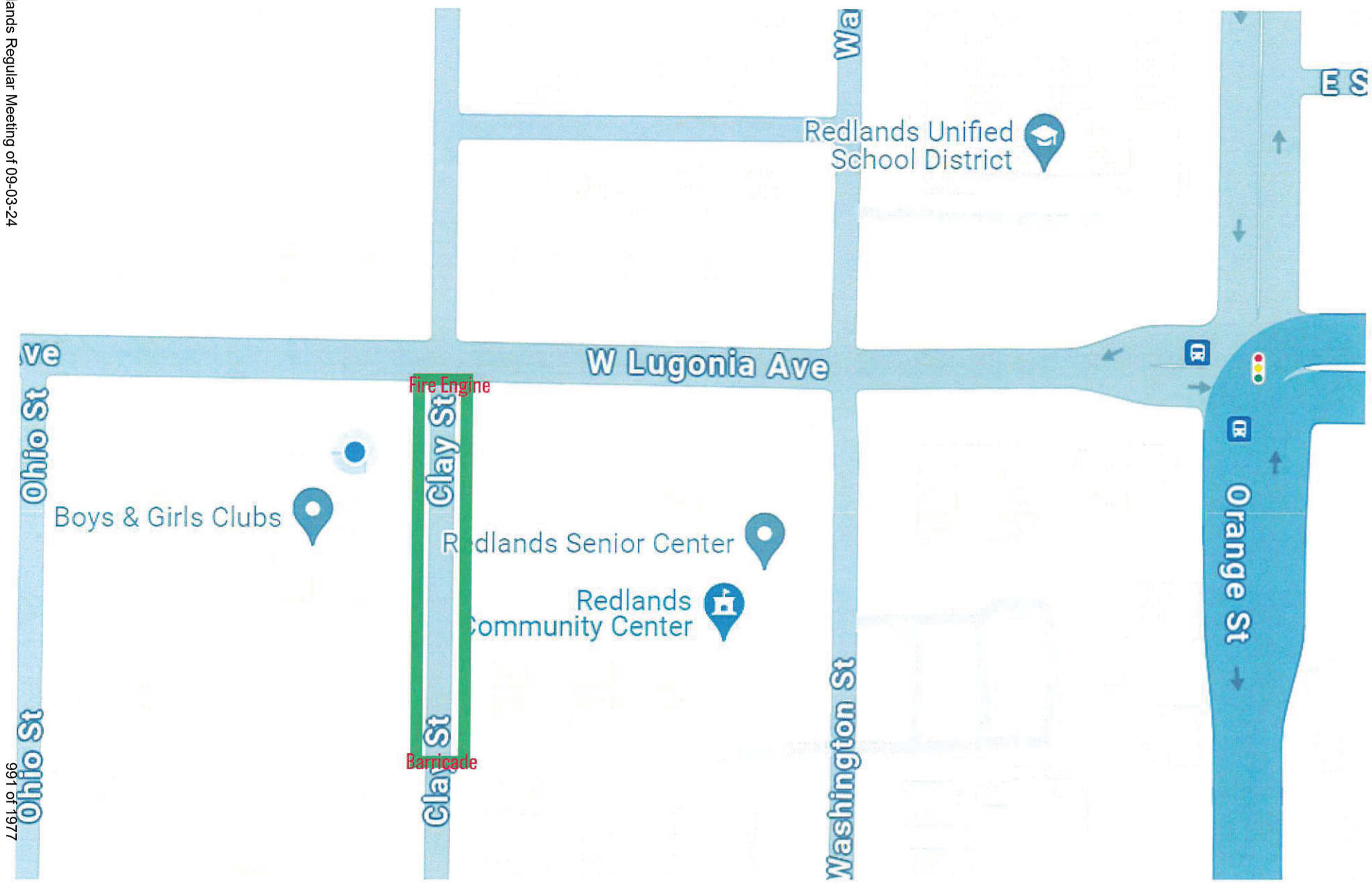
Street Closure time: From _____ ☐ am ☐ pm To _____ ☐ am ☐ pm

Staff Notes:

_____

_____

Boys & Girls Clubs of Greater Redlands-Riverside Day for Kids Street Closure



LUGONIA St.
Clay St.
LUGONIA St.
Fire Truck
Guest Registration
TK-program
Membership
Donations
music
Clubhouse
CLOSED
Kiwanis
Food
Panda
Food
PETTING ZOO
1
2
3
4
Kiwanis
City of Redlands
IEHP
Alta Vista Credit Union
Children's Choice Dental
Garden Pediatrics
IEHP
Raising Canes

IRS Department of the Treasury
Internal Revenue Service

Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256577227
Jan. 27, 2020 LTR 4168C 0
[redacted] 000000 00
00012381
BODC: TE

BOYS & GIRLS CLUBS OF GREATER
REDLANDS-RIVERSIDE
RIVERSIDE
1251 CLAY ST
REDLANDS CA 92374

014687

Employer ID number:
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Jan. 17, 2020, about your tax-exempt status.

We issued you a determination letter in July 1968 , recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(iii).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(3) as a Type III functionally integrated supporting organization. A Type III supporting organization is operated in connection with one or more publicly supported charities.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

0256577227
Jan. 27, 2020 LTR 4168C 0
[redacted] 000000 00
00012382

BOYS & GIRLS CLUBS OF GREATER
REDLANDS-RIVERSIDE
RIVERSIDE
1251 CLAY ST
REDLANDS CA 92374

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Steve M. Brown, Operations Manager
Operations 3-CIN

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)	**FY 2024-2025 Amount**	**Type**	**FY 2023-2024 Amount**
Police Personnel[1]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$300.00	Hard Cost	$0.00
Personnel & Equipment Subtotal	**$300.00**		$0.00
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	$0.00		
Total Departmental Charges and Fees	**$300.00**		$0.00
	$300.00 (hard) **$0.00** (soft) **$300.00 (Total)**		**$0.00** **$0.00** **$0.00**

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

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

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$27,410.00	$1,704.00	$0.00	$29,114.00	$29,114.00

City Council Meeting **I. 25.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Facility Use Agreement with Family Service Association for use of the kitchen and dining areas at the Joslyn Senior Center and Ediberto and Gloria Flores Senior Center for the purpose of preparing meals by the Family Service Association nutrition program 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 Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the Facility Use Agreement with Family Service Association is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061 (b)(3); and

2. I move to approve the Facility Use Agreement with the Family Service Association.

RECOMMENDATION:

Staff recommends that the City Council approve the Facility Use Agreement with the Family Service Association. In addition, staff recommends that the City Council determine that the approval of the Agreement is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061 (b)(3).

DISCUSSION:

The City of Redlands Community and Facilities Department Recreation and Senior Services Division ("Division") focuses on fostering community integration while preserving individuals' dignity and well-being. Operating the Community and Senior Centers, the Division offers various programs aimed at enriching the lives of Redlands residents. Among these programs are initiatives supporting community partnerships, promoting nutrition and healthy eating habits, encouraging active living, and providing essential informational services. Notably, the Division partners with the Family Service Association ("FSA") to ensure seniors have access to affordable and nutritious meals.

FSA has been working to provide quality human services, child development, housing and senior services to residents of the Inland Empire and desert communities for more than 60 years. The largest portion of FSA’s funding comes from the federal government and the rest is a mix of fundraising, revenue from social enterprises, client fees, and grants from foundations.

The proposed Facility Use Agreement ("Agreement") aims to formalize the partnership between the City of Redlands and the FSA regarding the use of kitchen facilities at the Joslyn Senior Center and Ediberto and Gloria Flores Senior Center. The senior nutritious meal program feeds 2,500 seniors a day throughout San Bernardino County, assisting seniors and their loved ones in helping to maintain their independence.

Specifically for the City of Redlands, this program serves approximately 60 of our residents daily, which equates to 15,000 a year. They offer congregate or “Group Meals” served at 25 Community and Senior Centers throughout the area free to seniors over the age of 60 (with a suggested donation of $3.00 a person to help offset the cost of serving community meals) and at a reduced rate for persons under 60 at $9.50.

Under this Agreement, staff and volunteers associated with the FSA's nutrition program will utilize the kitchens to prepare meals for seniors in the community. FSA will provide lunch service for seniors at the Ediberto and Gloria Flores Senior Center Monday through Friday from 11:30 a.m. to 12:30 p.m. and breakfast service for seniors at the Joslyn Center on Fridays from 9:00 a.m. to 10:00 a.m. Additional use of the City's facilities for this program will be utilized before and after the meal services to accommodate meal preparation and clean-up and equate to no more than 40 hours per week. FSA hopes to potentially expand the breakfast service to additional days if demand is warranted.

This proposed Agreement proposes a new 5-year agreement term between the City and Family Service Association. The Agreement is attached for the City

Council's consideration. Furthermore, the approval of the Agreement is categorically exempt from environmental review in accordance with California Environmental Quality Act Section 15061 (b)(3). Section 15061 (b)(3) refers to the leasing of existing city facilities. Approval of the Agreement authorizes the use of an existing city facility and will not result in the expansion of the existing or former use.

ALTERNATIVES:

The City Council may deny the approval of the Agreement.

STRATEGIC PLAN:

Supports Objective E-8: Enhance recreational program services

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

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

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

PREPARED BY:
Dave Jaffe, Recreation Supervisor

Fiscal Impact

Fiscal Year:	FY 2024-26
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

Should the Agreement be approved, the per hour room use fee which covers staff time will be waived. Based on the reported numbers from the previous fiscal year, the value of the room use fees which would normally be collected could amount to $32,760.00.

Attachments

Agreement

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 3rd day of September, 2024 (“Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and the Family Service Association, a California nonprofit public benefit corporation (“FSA"). City and FSA are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, the City of Redlands Community and Facilities Department Recreation and Senior Services Division (“Division”) focuses on fostering community integration while preserving individuals' dignity and well-being; and

WHEREAS, the Division offers various programs aimed at enriching the lives of Redlands residents, which include programs and community partnerships, promoting nutrition and healthy eating habits, encouraging active living, and providing essential informational services; and

WHEREAS, the Division partners with FSA to ensure seniors have access to affordable and nutritious meals; and

WHEREAS, FSA has provided quality human services, child development, housing and senior services to residents of the Inland Empire and desert communities for more than 60 years; and

WHEREAS, the City of Redlands and FSA wish to enter into this Agreement to formalize the partnership between the City of Redlands and FSA regarding the use of kitchen facilities at the Joslyn Senior Center and Ediberto and Gloria Flores Senior Center for the senior nutritious meal program, which feeds 2,500 seniors a day throughout San Bernardino County, assisting seniors and their loved ones in helping to maintain their independence.

ARTICLE 1. PREMISES

1.1 City grants FSA a non-exclusive right to use the Premises as described below pursuant to the terms and conditions in this Agreement:

1. **Joslyn Senior Center** (located at 21 Grant Street, Redlands, California, 92373):
    - Kitchen facilities: approximately 500 square feet
    - Multi-purpose room: approximately 2,590 square feet

2. **Ediberto and Gloria Flores Senior Center** (located at 111 Lugonia Avenue, Redlands, California):
    - Kitchen facilities, kitchen storage area, and rear office space: approximately 1,320 square feet
    - Multi-purpose room: approximately 2,068 square feet

ARTICLE 2. TERM

2.1 This Agreement shall be for a term of five (5) years commencing on its Effective Date, unless earlier terminated as provided for herein.

2.2 Either Party may terminate this Agreement, without cause, by providing at least ninety (90) days prior written notice to the other Party specifying the date for termination of this Agreement.

ARTICLE 3. RENTAL FEE

3.1 Based on the public purpose set forth in the Recitals herein, City will waive the City's per hour facility rental fee in connection with the use of the Premises during the term of this Agreement.

ARTICLE 4. USE OF PREMISES

4.1 The Premises shall be used for the exclusive purpose of operating the FSA's Nutrition for Seniors Program ("Program"). FSA shall not use or permit the Premises to be used for any other purpose without the prior written consent of the City.

4.2 City agrees to allow FSA to collect donations for the services provided. FSA's program includes current suggested donation amounts of $3.00 a meal for seniors or $9.50 for residents under 60 years of age. These amounts may vary with increased costs, but may be collected by FSA as part of the Program.

4.3 FSA will provide lunch service for seniors at the Ediberto and Gloria Flores Senior Center Monday through Friday from 11:30 a.m. to 12:30 p.m. and breakfast service for seniors at the Joslyn Center on Fridays from 9:00 a.m. to 10:00 a.m. Additional use of the Premises for these programs include preparation and clean-up activities and will not exceed 40 hours per week.

4.4 During the term of this Agreement, FSA shall conduct business of the type and nature specified in Section 4.1 of this Agreement on the Premises in accordance with all applicable laws and in a safe and business-like manner. FSA shall assume full responsibility for its personal property used at the Premises and shall hold City harmless for any theft or damage relating to FSA's personal property.

4.5 FSA shall be solely responsible for any set up and cleaning associated with its use of the Premises and shall maintain the Premises in a clean and litter-free manner. FSA shall be responsible for ensuring all staff meet all applicable County Health Department requirements for food preparation and handling. No lock shall be replaced on the interior or exterior of the Premises without the written permission of City's Facilities and Community Services Director.

4.6 FSA shall not commit, or permit the commission of, any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. FSA shall, at its own cost and expense, maintain insurance for all personal property on the Premises.

4.7 FSA shall not commit, or permit the commission by others, of any waste on the Premises. FSA shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and FSA shall not use or permit the use of the Premises for any unlawful purpose.

ARTICLE 5. INDEPENDENT CONTRACTOR

5.1 It is the express intention of the Parties that FSA is, and shall remain during the term of this Agreement, an independent contractor and not be an agent or employee of City. FSA represents to City that it is free from the control of City as to how FSA's Program is provided to the public; the Program provided by FSA is not part of City's business; FSA is providing the same or similar Program to other persons and entities through FSA's business operation, or through other businesses; and that FSA agrees that the Program conducted within the Premises is not FSA 's sole source of business. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between FSA and City. The Parties acknowledge that FSA's employees are not employees of City for State tax, Federal tax, or any other purpose.

ARTICLE 6. COMPLIANCE WITH LAWS

6.1 FSA shall, at FSA 's sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state and county or municipal, relating to FSA 's use and occupancy of the Premises for FSA 's operation of business whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by FSA in a proceeding brought against FSA by any government entity that FSA has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and FSA and shall constitute grounds for termination of this Agreement by City.

ARTICLE 7. INDEMNITY AND INSURANCE

7.1 FSA shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents from and against any and all claims, causes of action, damages and liability resulting from FSA 's negligent acts or omissions, and the willful misconduct of FSA, and that of FSA 's agents, employees and invitees, during FSA 's occupation and use of the Premises during the term of this Agreement. This section shall survive any termination or expiration of this Agreement.

A. Comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) aggregate for public liability, property damage and personal injury. City shall be names as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. A certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to FSA 's occupancy of the Premises.

B. 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 FSA is self-insured or exempt from the worker's compensation laws of the State of California. FSA shall provide City with Exhibit "A," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.

C. FSA shall defend, indemnify and hold harmless City, and its elected officials, officers, employees, agents, and volunteers, from any and all damages, costs, suits, claims, losses and liability for injury to persons including death, and damage to property, arising out of, or in connection with, any act or omission of FSA or its officers, employees, agents or volunteers, in connection with operation of its business at the Premises.

ARTICLE 8. TAXES AND UTILITIES

8.1 City shall pay, and hold FSA free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, solid waste disposal and other public utilities provided to the Premises during the term of this Agreement. FSA shall pay, and hold City free and harmless from, all charges for telephone usage by FSA at the Premises.

ARTICLE 9. ATTORNEYS' FEES

9.1 In the event any action is commenced to enforce or interpret the tern1s 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 use of in-house counsel by a Party.

ARTICLE 10. NOTICES

10.1 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, 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
(909) 798-7531

FAMILY SERVICE ASSOCIATION:
Tom Donahue
FSA – Senior Nutrition Administrator
21250 Box Springs
Moreno Valley, CA 92557
tom.donahue@fsaca.org
(951) 203-2316

ARTICLE 11. MISCELLANEOUS

11.1 FSA shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises. Any encumbrance, assignment, transfer or subletting by FSA without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the City, result in immediate termination of this Agreement.

11.2 This Agreement constitutes the entire agreement between City and FSA respecting FSA 's use of the Premises, and sets forth the obligations of City and FSA to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are null and void. Any modifications to this Agreement shall be in writing and executed by both Parties.

11.3 In the event any action is commenced to enforce or interpret 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 use of in-house counsel by a Party.

Executed as of the 3rd day of September 2024, at Redlands, California.

CITY OF REDLANDS	FAMILY SERVICE ASSOCIATION
_____	_____
Eddie Tejeda, Mayor	Cheryl-Marie Hansberger, CEO

ATTEST

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

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.

FAMILY SERVICE ASSOCIATION

By:_____ Date: _____

Tom Donahue, Senior Nutrition Administrator

City Council Meeting **I. 26.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Facility Use Agreement with Redlands Meals on Wheels for use of the kitchen at the Joslyn Senior Center for the purpose of preparing meals by volunteers associated with Redlands Meals on Wheels 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 Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the Facility Use Agreement with Redlands Meals on Wheels is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061 (b)(3); and

2. I move that the City Council approve the Facility Use Agreement with Redlands Meals on Wheels.

RECOMMENDATION:

Staff recommends that the City Council approve the Facility Use Agreement with Redlands Meals on Wheels. In addition, staff recommends that the City Council determine that the approval of the Agreement is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061 (b)(3).

DISCUSSION:

The City of Redlands Community and Facilities Recreation and Senior Services Division ("Division") focuses on enabling individuals to continue being an integral part of their community, while keeping their dignity and sense of well-being. The Division operates the Redlands Community and Senior Centers and offers programs that enrich the quality of life for Redlands residents by focusing on community support and partnerships, nutrition and healthy eating, and active living.

The Meals On Wheels nutrition program is the oldest and largest national organization supporting more than 5,000 community-based senior nutrition programs across the country that are dedicated to addressing senior hunger and isolation. The core of this organization is in its two million volunteers who deliver nutritious meals, provide friendly visits, and safety checks to seniors. The Redlands Meals on Wheels (RMOW) operates the Meals on Wheels Program ("Program") in the City, and is a valuable resource, as these volunteers strengthen the community by providing meals to seniors. The proposed Facility Use Agreement allows the RMOW to increase accessibility to the Program by basing their local operation at the Joslyn Senior Center Monday through Friday from 8:00 a.m. to 2:00 p.m., delivering more than 300 meals weekly to Redlands seniors.

RMOW will utilize only a portion of the Joslyn Senior Center kitchen to prepare, package, and sort meals, making them ready for delivery. Other groups will be able to use the kitchen for breakfast and lunch programs simultaneously. The hourly usage of the facility will equate to 30 hours per week for this Program.

This proposed Facility Use Agreement proposes a new 5-year agreement between the City and RMOW. The new agreement is attached for the City Council's consideration. Furthermore, the approval of the Facility Use Agreement is categorically exempt from environmental review in accordance with California Environmental Quality Act Section 15061 (b)(3). Section 15061 (b)(3) refers to the leasing of existing city facilities. Approval of the Agreement authorizes the use of an existing city facility and will not result in the expansion of the existing or former use.

ALTERNATIVES:

The City Council may deny the approval of the Agreement.

STRATEGIC PLAN:

Supports Objective E-8: Enhance recreational program services.

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

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

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

PREPARED BY:
Dave Jaffe, Recreation Supervisor

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$7,020
Budgeted Y/N:	N

Discussion:

There is a fiscal impact to the General Fund associated with the usage of the facility. The daily facility fee is waived with the approval of this agreement and equates to approximately $7,020. However, the public benefit provided to the senior community by this service outweighs the potential revenue generated from the use of the city's facilities.

Attachments

Agreement

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 3rd day of September, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and the Redlands Meals on Wheels, Inc., a California nonprofit public benefit corporation ("RMOW"). City and RMOW are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, the City of Redlands Community and Facilities Recreation and Senior Services Division (“Division”) operates the Redlands Community and Senior Centers and offers programs that enrich the quality of life for Redlands residents by focusing on community support and partnerships, nutrition and healthy eating, and active living; and

WHEREAS, the Meals On Wheels nutrition program is the oldest and largest national organization supporting more than 5,000 community-based senior nutrition programs across the country that are dedicated to addressing senior hunger and isolation; and

WHEREAS, the core of this organization is in its two million volunteers who deliver nutritious meals, provide friendly visits, and safety checks to American seniors; and

WHEREAS, the Redlands Meals on Wheels (RMOW) operates the Meals on Wheels Program (“Program”) in the City; and

WHEREAS, the City and RMOW wish to enter into this Facility Use Agreement to allow RMOW use of the kitchen facilities in the Joslyn Senior Center to assist RMOW in delivering more than 300 meals weekly to Redlands seniors.

ARTICLE 1. PREMISES

1.1 City agrees to permit RMOW to use on a non-exclusive basis the kitchen facilities, consisting of approximately five hundred (500) square feet, in the Joslyn Senior Center, located at 21 Grant Street Redlands, California, 92373 (the "Premises") on the terms and conditions hereinafter set forth.

ARTICLE 2. TERM

2.1 This Agreement shall be for a term of five (5) years commencing on its Effective Date, unless earlier terminated as provided for herein.

2.2 Either Party may terminate this Agreement, without cause, by providing at least ninety (90) days prior written notice to the other Party specifying the date for termination of this Agreement.

ARTICLE 3. RENTAL FEE

3.1 Based on the public purpose set forth in the Recitals herein, City will waive the per hour facility rental fee, and the per hour staff attendant fee, in connection with RMOW use of the Premises during the term of this Agreement.

ARTICLE 4. USE OF PREMISES

4.1 The Premises shall be used for the exclusive purpose operating the Meals on Wheels program ("Program"). The Program delivers nutritious meals to elderly, disabled, or homebound individuals who can't cook or shop for themselves. It ensures they receive proper nutrition and social interaction, promoting their well-being and independence. RMOW shall not use or permit the Premises to be used for any other purpose without the prior written consent of City. RMOW agrees to utilize the Premises in a manner that maintains functionality of the Premises for other programming as needed.

4.2 During the term of this Agreement, RMOW shall conduct business of the type and nature specified in Section 4.1 of this Agreement on the Premises in accordance with all applicable laws, and in a safe and business-like manner. The Premises shall be used by RMOW only for the following times and dates: Monday - Friday from 8:00 a.m. - 2:00 p.m. or as otherwise approved by the Facilities and Community Services Director.

4.3 RMOW shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft or damage relating to RMOW 's personal property.

4.4 RMOW shall be solely responsible for any set up and cleaning associated with its use of the Premises, and shall maintain the Premises in a clean and litter-free manner. RMOW shall be responsible for ensuring all volunteers meet County Health Department requirements for food handling and preparation. No lock shall be replaced on the interior or exterior of the Premises without the written permission of City's Facilities and Community Services Director.

4.5 RMOW shall not commit, or permit the commission of, any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. RMOW shall, at its own cost and expense, maintain insurance for all personal property on the Premises.

4.6 RMOW shall not commit, or permit the commission by others, of any waste on the Premises. RMOW shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and RMOW shall not use or permit the use of the Premises for any unlawful purpose.

ARTICLE 5. INDEPENDENT CONTRACTOR

5.1 It is the express intention of the Parties that RMOW is, and shall remain during the term of this Agreement, an independent contractor and not be an agent or employee of City. RMOW represents to City that it is free from the control of City as to how RMOW's Program is provided to the public; the Program provided by RMOW is not part of City's business, RMOW is providing the same or similar Programs to other persons and entities through RMOW's business operation, or through other businesses; and that RMOW agrees that the Program conducted within the Premises is not RMOW 's sole source of business. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between RMOW and City. The Parties acknowledge that RMOW's employees are not employees of the City for State tax, Federal tax, or any other purpose.

ARTICLE 6. COMPLIANCE WITH LAWS

6.1 RMOW shall, at RMOW 's sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state and county or municipal, relating to RMOW 's use and occupancy of the Premises for RMOW 's operation of business whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by RMOW in a proceeding brought against RMOW by any government entity that RMOW has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and RMOW and shall constitute grounds for termination of this Agreement by City.

ARTICLE 7. INDEMNITY AND INSURANCE

7.1 RMOW shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents from and against any and all claims, causes of action, damages and liability resulting from AARP's negligent acts or omissions, and the willful misconduct of RMOW, and that of RMOW 's agents, employees and invitees, during RMOW 's occupation and use of the Premises during the term of this Agreement. This section shall survive any termination or expiration of this Agreement.

A. Comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) aggregate for public liability, property damage and personal injury. City shall be names as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. A certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to RMOW 's occupancy of the Premises.

B. 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 RMOW is self-insured or exempt from the worker's compensation laws of the State of California. RMOW shall provide City with Exhibit "A," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.

C. RMOW shall defend, indemnify and hold harmless City, and its elected officials, officers, employees, agents, and volunteers, from any and all damages, costs, suits, claims, losses and liability for injury to persons including death, and damage to property, arising out of, or in connection with, any act or omission of RMOW or its officers, employees, agents or volunteers, in connection with operation of its business at the Premises.

ARTICLE 8. TAXES AND UTILITIES

8.1 City shall pay, and hold RMOW free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, solid waste disposal and other public utilities provided to the Premises during the term of this Agreement. RMOW shall pay, and hold City free and harmless from, all charges for telephone usage by RMOW at the Premises.

ARTICLE 9. ATTORNEYS' FEES

9.1 In the event any action is commenced to enforce or interpret 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 use of in-house counsel by a Party.

ARTICLE 10. NOTICES

10.1 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, 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
(909) 798-7531

REDLANDS MEALS ON WHEELS, INC.:
Dexter Cole
President
543 Terracina Blvd.
P.O. Box 929 (mailing)
Redlands, CA 92374
dexterhcole@gmail.com

ARTICLE 11. MISCELLANEOUS

11.1 RMOW shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises. Any encumbrance, assignment, transfer or subletting by RMOW without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the City, result in immediate termination of this Agreement.

11.2 This Agreement constitutes the entire agreement between City and RMOW respecting RMOW 's use of the Premises, and sets forth the obligations of City and RMOW to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are null and void. Any modifications to this Agreement shall be in writing and executed by both Parties.

11.3 In the event any action is commenced to enforce or interpret 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 use of in-house counsel by a Party.

Executed as of the 3rd day of September 2024, at Redlands, California.

CITY OF REDLANDS	REDLANDS MEALS ON WHEELS, INC.
_____	_____
Eddie Tejeda, Mayor	Dexter Cole, President

ATTEST

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

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.

REDLANDS MEALS ON WHEELS, INC.

By:_____ Date: _____
Dexter Cole, President

City Council Meeting **I. 27.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a grant of easement to Southern California Edison over Lot "A" of Tract 20336 and determine that granting of an easement 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):

Should the City Council determine that staff's recommendations is appropriate, the following motions are provided:

1. I move that the City Council determine that granting of an easement 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 grant an easement to Southern California Edison over Lot "A" of Tract 20336 for the future installation of a transformer, related to future electrical service needs.

RECOMMENDATION:

Staff recommends that the City Council hereby determine that the granting of an easement is exempt from environmental review under the 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 a Grant of Easement for electrical facilities to Southern California Edison over Lot "A" of Tract 20336 in order to allow for the future installation of a transformer, related to future electrical service needs.

DISCUSSION:

Final Tract Map No. 19956 was approved by the City Council on November 7, 2023. Upon approval of the map, Lot "A" was granted to the City in fee and included planned landscape and drainage facilities. Subsequent to recording Final Tract Map No. 20336, Southern California Edison completed the design of the electrical facilities needed to meet future service demands. As a result, Meritage Homes has submitted a letter requesting the City grant an easement to Southern California Edison over Lot "A" of Tract 20336.

ALTERNATIVES:

City Council may deny the request to grant the easement to Southern California Edison. This would result in the need for redesign of Southern California Edison facilities needed to meet the service demand.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Erik Reeves, FCS Field Services Superintendent

Fiscal Impact

Fiscal Year: FY 24/25

Revenue Generating: N

Appropriation Required Y/N: N

Discussion:

There is no fiscal impact associated with granting an easement to Southern California Edison on TR20336, for the future installation of a transformer to support the service need.

Attachments

Meritage SCE Easement Letter

SCE Easement

July 9th, 2024

Don Young
City of Redlands
35 Cajon Street, Suite 15A
Redlands, CA 92373

SUBJECT: SCE Easement within Lot A of Tract 20336

Dear Mr. Young,

Meritage Homes of California, Inc. requests the City of Redlands approve the granting of an easement within Lot A (the City Park) of Tract 20336 to Southern California Edison. This easement will allow the installation of SCE facilities within the lettered City park lot. The current need for the easement is for a transformer related to future electrical service.

Please let me know if you have any questions on this at either (949) 372-3315 or at Nicholas.harris@meritagehomes.com.

Sincerely,
Meritage Homes

Nicholas Harris

Nicholas Harris
Forward Planning Manager

5 Peters Canyon, Suite 310
Irvine, CA 92606
p. 949.299.3824
f. 949.299.3825

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Redlands	SERVICE ORDER TD2132776	SERIAL NO.	MAP SIZE
	GVM MT-8271-C APN 0167-031-02, 03, & 16	APPROVED: VEGETATION & LAND MANAGEMENT	BY SLS/CG	DATE 04/04/24

CITY OF REDLANDS (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

AN 8.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT "A" OF TRACT NO. 20336, AS PER MAP FILED IN BOOK 366, PAGES 74 THROUGH 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE EASTERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 300 OF SAID TRACT NO. 20336; THENCE ALONG THE WESTERLY LINE OF SAID LOT 300, NORTH 00°00'00" WEST 13.00 FEET TO A POINT OF ENDING.

THE WESTERLY SIDELINE OF SAID STRIP IS TO BE SHORTENED TO TERMINATE SOUTHERLY IN THE NORTHERLY LINE OF TROPIC COURT, WIDTH VARIES, AS SHOWN ON SAID TRACT NO. 20336.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF REDLANDS

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of_____)

On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

City Council Meeting **I. 28.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support in the amount of $37,109.50 related to the Stater Bros. Charities Believe Walk, and approve the temporary street closures related to the event; and determine that this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; and (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that this request is appropriate, the following motions are provided:

1. I move that the City Council determine that this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act;
2. I move to approve temporary street closures related to the event; and
3. I move to authorize and approve a request for in-kind support in the amount of $37,109.50 related to this event.

RECOMMENDATION:

Staff 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 (CEQA). Staff further recommends that the City Council direct staff accordingly concerning the request for in-kind support and approve the temporary street closures related to the Stater Bros. Charities Believe Walk event to be held on Saturday October 5, and Sunday, October 6, 2024.

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 resources and facilities in support of a special event.

Stater Bros. Charities have reserved Smiley Park and the Lincoln Shrine area on Saturday, October 5, 2024, for event setup, with activities extending from 5:00 a.m. to 10:00 p.m. They are also requesting approval for the temporary closure of the following streets: Eureka Street; between the Joslyn Senior Center parking lot driveway and the Contemporary Club parking lot, from 3:00 a.m. on Saturday, October 5, 2024, until 3:00 p.m. on Sunday, October 6, 2024.

Additional street closure requests include East State Street; between 8th Street and 9th Street, and 8th Street between Citrus Avenue and the Bank of America driveway, from 3:00 p.m. on Saturday, October 5, 2024, until 3:00 p.m. on Sunday, October 6, 2024.

Also, Orange Street; between Citrus Avenue and East Redlands Boulevard, East State Street between Orange Street and 9th Street, 5th Street between Citrus Avenue and East Redlands Boulevard, 6th and 7th Streets between Citrus Avenue and the alleyway north of East State Street, Grant Street between Glenwood Drive and the Joslyn Senior Center parking lot driveway, Glenwood Drive at Grant Street, and 4th Street between West Vine Street and the First Presbyterian Church parking lot driveway, from 2:00 a.m. until 3:00 p.m. on Sunday, October 6, 2024.

According to the submitted application, the event will raise critical funds that directly impact cancer care in the Inland Empire. The event this year is expected to draw 10,000 participants and raise over $500,000 for cancer organizations and support services. In addition, the application states that the Believe Walk brings economic benefit and impact to the City by attracting 10,000 participants to the downtown area. Stater Bros. Charities is a registered non-profit organization operating out of the City of San Bernardino that supports the critical needs in the communities where Stater Bros. teammates live and work. They help strengthen our local communities by investing in local organizations and causes with a focus on hunger relief, children’s well-being, education, health, veterans and active service members, and pet well-being.

Furthermore, Stater Bros. Charities is requesting in-kind support in the amount of $37,109.50 for resources including Fire, Police, and Facilities and Community Services personnel, equipment, and reservations for Smiley Park and Ed Hales Park. The City Council approved in-kind support services in the amount of $38,861.00 for last year's event held on Sunday, October 1, 2023.

Lastly, 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, consists of the construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may deny the request for temporary street closures and in-kind support, approve the request for the in-kind support amount and street closure details, or provide alternative directions to staff regarding the event's implementation.

STRATEGIC PLAN:
Priority A: Quality of Life - Strategic Objective 1: Beautification, Arts and Culture

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

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
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:	No
Appropriation Required Y/N:	N
Amount:	$37,109.50
Budgeted Y/N:	N

Discussion:

Please see "Fiscal Impact" attachment for reference.

Attachments

In-Kind Request
Street Closure Form
Park Reservation
Event Map
Fiscal Impact
Verification of Non-Profit

City of Redlands *In-Kind Support Request*

Event Name: Stater Bros. Charities BELIEVE WALK

Event Date(s): 10/5-10/6/2024 **Location(s):** Redlands Bowl, Lincoln Shrine, Smiley Park annex and the Jocelyn Senior Center Parking Lot

Rain Out Date: 10/5-10/6/2024 **Beginning Time:** Attachement "A" **End Time:** Attachement "A"

Describe Your Request:

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

Please see attachment "A" for reference

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* barricades. no parking signs, personnel
- [x] Police (*Public Safety Personnel)* Personnel
- [x] Fire (*Paramedics, Inspectors)* Personnel
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* Public restrooms, Redlands Bowl
- [x] Facility Jocelyn Senior Parking Lot. Public Parking lot, Lincoln Shrine

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

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

- [x] Other The use of the Contemporary Club parking lot

Group/Organization Name: Stater Bros. BELIEVE WALK

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

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

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

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

Primary Contact Name & Title: Tracy Marquez, Believe Walk Director

Mailing Address: 301 S. Tippecanoe Ave. San Bernardino CA 92408

Phone Number: 909-202-2486 **E-Mail Address:** tracy.believewalk@gmail.com

Updated 6/2021

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

Positive outcomes for your organization from this

The Believe Walk raises critical funds for local cancer centers and support sercices that directly impact cancer patients and their families. This years event is expected to draw in 10,000 participants and raise over $500,000 or programs and sercices in the Inland Empire.

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

The Believe Walk attract over 10,000 participandt to Redlands. A large scale ecent such as this size bring new money from outside the local economy that benefit the host city. The Cite of Redlands is highlighted inthe media and print materials for their cintribution to this cause.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1862	1725	
Attendance: Non-Residents	8,138	8,001	
Food & Beverage Sales	NO VENDOR SALES	NO IMPACT TO EVENT REVENUE	NO VENDOR SALES
Merchandise Sales	1200	1200	
Ticket/Entrance Fees	119,000	118,765	
Other	369,000	368,096	
Total Revenue	$488,000	$486,861	

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

Signature: Tracy V. Marquez **Title:** Believe Walk Director

Please Print Your Name: Tracy Marquez **Date:** 4/19/24

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

Stater Bros. Charities is requesting a fee waiver for the use of:

Stater Bros, Charities & Inland Women Fighting Cancer Believe Walk

Sunday, October 6, 2024

Redlands Bowl & Lincoln Shrine

Event Set-Up

Saturday, October 5, 2024. 5:00 a.m.-10:00 p.m.

Believe Walk

Sunday, October 6, 2024. 5:00 a.m.-3:00 p.m.

Please have Sprinkler Systems shut off

Believe Walk Set-Up/ Believe Walk Day of Event

Mission Gables public restrooms:

Saturday, October 5, 2024. 10:00 a.m.-6:00 p.m.

Sunday, October 6, 2024. 5:00 a.m.-3:00 p.m.

Smiley Park/ Public Restrooms

Saturday, October 5, 2024. 10:00 a.m.-6:00 p.m.

Sunday, October 6, 2024. 5:00 a.m.-3:00 p.m.

Smiley Park Annex (4th & Vine)

Sunday, October 6, 2024. 5:00 a.m.-3:00 p.m.

Ed Hales Park: Sprinkler Systems shut off

Saturday, October 5, 2024. 11:00 a.m. -10:00 p.m. (Set-Up)

Sunday, October 6, 2024. 5:00 a.m.-12:00 p.m.

Old Redlands Mall Parking & New Parking Structure at 250 W Stuart Ave, Redlands, CA 92374

Sunday, October 6, 2024. 5:00 a.m.-12:00 p.m.

Joslyn Senior Center Parking Lot: (Housing 1 Roll off and 2 Dumpsters for recycling)

Contemporary Club Parking Lot (Housing of 1 Roll off and AV equipment)

Delivery Trash Rolloffs -Friday, October 4, 2024

Use/Set Up- Saturday, October 5, 2024, & Sunday, October 6, 2024

Pick Up- Monday, October 7, 2024

Event: 2024 Believe Walk

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Stater Bros. Charities Believe Walk

To close (street names) Orange, State, 5th, 6th, 7th, 8th, Eureka, Grant

Between (street names) Redlands Blvd. & Citrus Ave Olive and Brookside

On (date) 10/5-10/6 **Event times -** from (time) ___ ☐ am ☒ pm to (time) ___ ☐ am ☐ pm

Address of Applicant: 301 S. Tippecanoe Ave San Bernardino CA 92408

Signature of Applicant: Tracy V. Tomayko Phone No. 909-202-2486

Condition(s): See attachment

Event Description: The Believe Walk is a 5k fundraising event that raises critical fund for cancer fighting organizations.

FOR OFFICE USE ONLY

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

1. _____ _____
   Chief of Police — Date

2. _____ _____
   Municipal Utilities & Engineering Department — Date

3. _____ _____
   Facilities & Community Services Department — Date

4. _____ _____
   Risk Management Division — Date

Street Closure time: From _____ ☐ am ☐ pm To _____ ☐ am ☐ pm

Staff Notes:

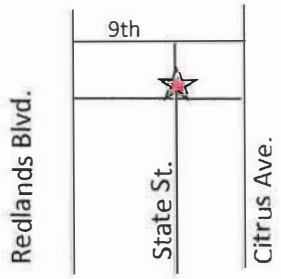
Believe Walk
All things are possible for one who believes
presented by STATER BROS. Charities & Inland Women Fighting Cancer

Street Closure Plan

There are (3) areas of street closures that we are requesting for the 17th Annual Stater Bros. Charities & Inland Women Fighting Cancer Believe Walk is requesting.

Closure 1

Street(s): State Street from 8th to 9th/ Citrus Ave. to Redlands Blvd.



Starting Date: Saturday, October 5, 2024

Starting Time: 6:00 PM

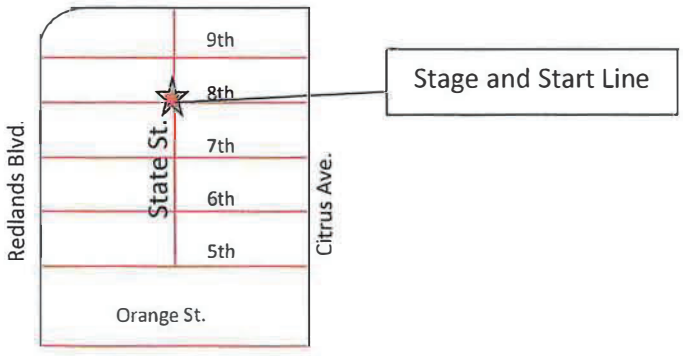
Ending Date: Sunday, October 6, 2024

Ending Time: 12:00 PM

Purpose: The build out and to tear down of the event stage.

Closure 2

Street(s): State Street, 5th, 6th, 7th, 8th and 9th From Citrus Ave. to Redlands Blvd. Orange from Redlands Blvd. to Citrus Ave.

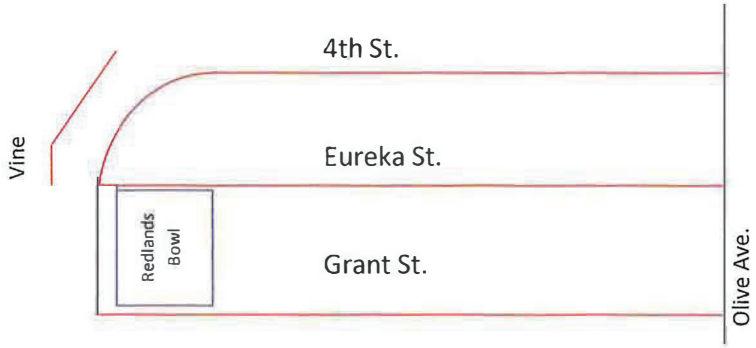


Date: Sunday, October 6, 2024

Starting Time/Ending Time: 3:00 AM-12:00 PM

Closure 3

Street(s): Redlands Bowl Area- Eureka, Grant and 4th Streets from Vine to Olive Ave.



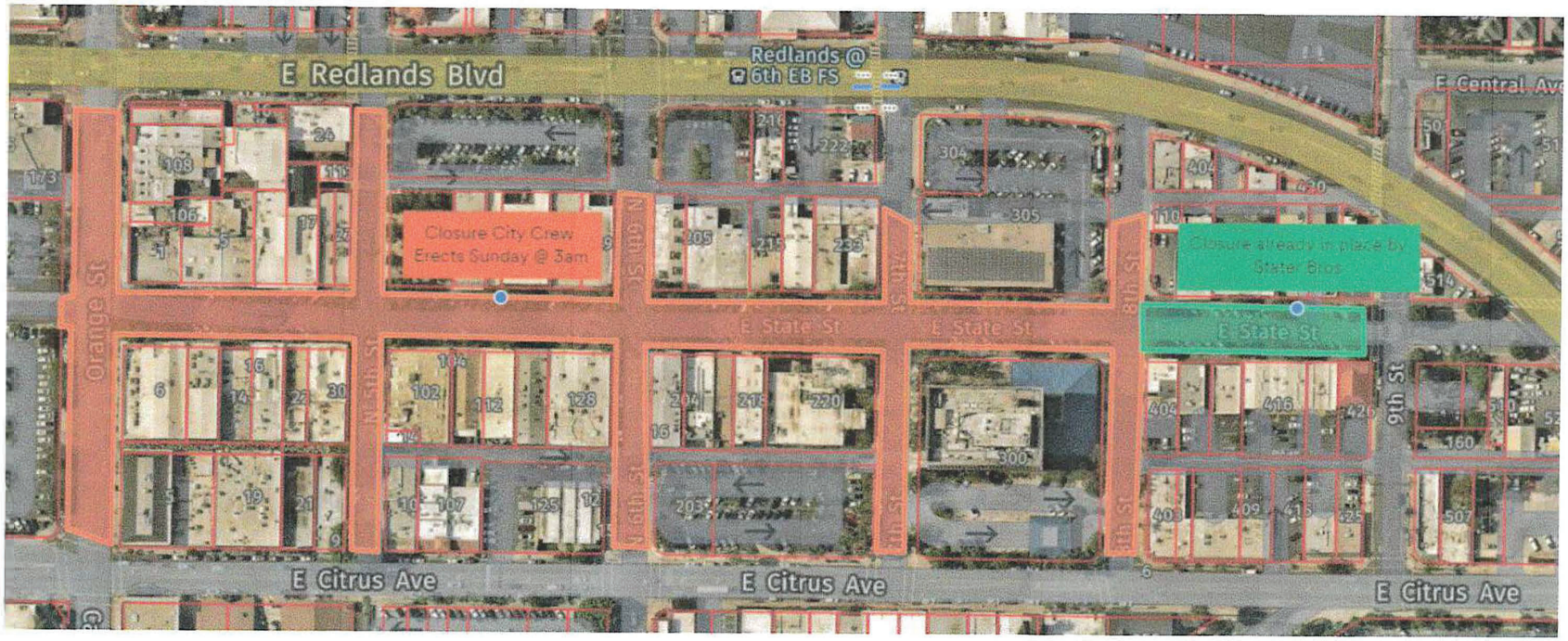
Date: Sunday, October 6, 2024

Starting Time/Ending Time: 3:00 AM- 12:00 PM

Closure- Saturday ~~9/30~~ @ 2pm

10/5

Closure- Sunday 10/6 @ 3am



Hard Closure placement- Sunday @ 8am

CITY OF REDLANDS – ONE STOP PERMIT CENTER
APPLICATION/PERMIT TO USE PARK OR PARK FACILITIES
REDLANDS BOWL RESERVATION/REQUEST

35 Cajon Street, Suite 15 A, P.O. Box 3005, Redlands CA 92373 (909) 798-7551 Fax (909) 798-7670

(Reservations taken year-round. No reservations made without fees/deposit paid and completion of form.)

Date/Time of Activity Sat 10/5/2024 - Sun 10/6/2024 **Date/Time of Rehearsals** Saturday-10:00 a.m. thru Sunday-12:00 p.m.

Name of Organization/Individual Stater Bros. Charities Believe Walk

Address 301 S. Tippecanoe Ave. **City** San Bernardino **State** CA **Zip** 92408

Phone (W) 909-202-2486 **(H)** _____ **(C)** 909-202-2486

Nature of activity (describe in detail): 5k Fundraising Walk to raise funds for cancer fighting organizations in the Inland Empire

Estimated Attendance 10,000 **Is this activity open to the public?** Yes **Will admission be charged?** Yes

☐ **GROUP 1** ☐ **GROUP 2** ☐ **GROUP 3**

Reservation/Permit Fee $_____ **Use Fee $**_____

Clean-up Deposit - $300 Plus $50 Per Hour $_____

_____	Stage Only (Rehearsals)	No. of Hours _____	Hourly Fee $_____	Total $_____
X	Bowl Rental	No. of Hours 16	Hourly Fee $_____	Total $_____
_____	Prosellis Rental	No. of Hours _____	Hourly Fee $_____	Total $_____
X	Park Attendant*	No. of Hours 16	Hourly Fee $_____	Total $_____
X	Mission Gables Restrooms	No. of Hours 16	Hourly Fee $_____	Total $_____

TOTAL PAID $_____ **DATE**_____

* **Park Attendant is mandatory.** ** **Piano Rental available. Contact RCMA for rental information.**

APPLICATION/PERMIT FOR AMPLIFIED SOUND

Type of amplification equipment Professional AV equipment

Nature of use Announcements and music

Time of day amplifier is to be used 8:00 a.m. am/pm to 3:00 p.m. am/pm **(Section 12.44.080-12.44.130; Redlands Municipal Code)**

Applicant shall comply with all City laws governing use of the Redlands Bowl. Applicant shall defend, indemnify and hold harmless the City and the Redlands Community Music Association ("RCMA"), and their respective officials, officers and employees, from and against any and all claims, lawsuits, damages, losses, injuries, costs and liabilities for injury (including death) to persons or property arising from or associated with applicant's, and applicant's officers', employees', agents' and invitees', negligent or intentionally wrongful acts or omissions in conducting applicant's activity allowed by this permit. Applicant initial TM.

NOTE: This permit is subject to immediate cancellation by any Police Officer or agent of the City of Redlands who determines that any provision(s) of the City of Redlands Municipal Code have been violated.

Applicant shall provide the City and RCMA, for review and approval, certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from applicant's activity. Such insurance shall name on the policy or by endorsement, as additional insureds, the City and RCMA, and their respective elected officials, officers, employees and agents. Such insurance shall include not less than One Million Dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000) in the aggregate of comprehensive general liability insurance, including bodily injury and property damage coverage, together with such other and additional coverage as the City's Risk Manager may determine to be prudent. Insurance coverage shall be maintained for the duration of applicant's activity.

PROOF OF INSURANCE REQUIRED: Policy No. PHPK1372925

Insurance Company Philadelphia Indemity Insurance Co.

CANCELLATION OF EVENT IS SUBJECT TO A TEN PERCENT ADMINISTRATIVE FEE.

Signature of Applicant Tracy V. Marques **Date** 4/19/24

Signature of RCMA _____ **Date** _____

_____ **Approved** _____ **Disapproved** **Authorized Signature** _____ **Date** _____

Distribution: _____ **Office** _____ **Parks Division** _____ **Police Department** _____ **RCMA** _____ **Applicant** **REVISED 12/07/07**

THE LINCOLN MEMORIAL SHRINE

125 West Vine Street
Redlands, California 92373
(909) 798-7632 - A.M. • (909) 798-7636 - P.M.
(909) 798-7566 (Fax)
e-mail: archives@akspl.org

Notice to Prospective Users of Smiley Park/Front of Lincoln Shrine

I, the undersigned, hereby acknowledge the following:

1. The Lincoln Memorial Shrine's primary purpose is to serve as a museum and library for those interested in American history. In general events in the park in front of the Shrine will only be permitted outside of the hours that the Shrine is open to the public (Tuesday-Sunday 1pm-5pm).

2. The set-up and take-down of my wedding/gathering/photo opportunity/event will not in any way impact the ability of Shrine visitors or staff to gain access to the facility between the hours of 1 and 5 pm. This includes the sidewalk area necessary for wheelchair access.

3. Morning hours at the Lincoln Shrine (8am-1pm) are reserved for group tours and visits by scholars. If my event is permitted during morning hours I acknowledge that extraordinary circumstances may require staff and visitors to traverse the sidewalks/steps and open and close the Shrine door during the course of the event.

4. Neither I, nor my guests/participants will move Shrine property or alter the Shrine's flowers or foliage without seeking the permission of Shrine staff. I will not leave flower petals, confetti or any trash on the grounds of the facility.

5. Failure to comply with the terms of this agreement as determined by the Shrine staff may result in immediate cancellation of permission to use the grounds.

Tracy V. Marquez — Name of Applicant — 4/19/24 — Date

Tracy V. Marquez — Signature of Applicant — 4/19/24 — Date

Located in Smiley Park, south of the A. K. Smiley Public Library
Administered by the Special Collections Division of the Library

CITY OF REDLANDS – QUALITY OF LIFE DEPARTMENT
FORMAL PARK RESERVATION REQUEST

35 Cajon Street, Suite 222, P.O. Box 3005, Redlands CA 92373 (909) 798-7655 FAX (909) 335-6098
(Reservations taken year-round. No reservations made without fees/deposit paid and completion of form.)

Date/Time of Activity 10/5/2024 - 10/6/2024 Date/Time of Set-up 10/5 10:00 am. Estimated Attendance 10,000

Requested Park: Brookside Community Crafton Brookside (Ed Hales) Ford
Jennie Davis Prospect (Smiley) Sylvan Texonia Other_____

Name of Organization/Individual Stater Bros. Charitles BELIEVE WALK

Address 301 S. Tippecanoe Ave. City San Bernardino State CA Zip 92408

Phone (W/H) 909-202-2486 (C) 909-202-2486 (Email) tracy.believewalk@gmail.com

Nature of activity (describe in detail): 17th Annual Believe Walk. Sunday, October 6th is a 5k Fundraising Event which benefit cancer fighting organizations in the Inland Empire. 10,000 walkers, volunteers, entertainment groups are expected to participate.

☐ **City Department** ☐ **Redlands Citizen** ☐ **Non-Citizen**

Type of Equipment Set-up by Event Coordinator(s)

Tables X Chairs X EZ Ups X Decorations Flowers X Food X Stereo ___ Porta Potty X Temporary Trash Bins X Electricity
___Other_____

Type of Vendor/Service

___Jumper___Caterer___Clown___Face painter X Police X Fire X Other_____

Per Municipal Code 12.44.050 Outside sales are not allowed without express permission by the Quality of Life Director.
Per Municipal Code 12.44.190 No person shall cook or prepare on areas except for those specifically designated.
Per Municipal Code 5.04.090 All vendors are required to have a current business license with the City of Redlands.

Sylvan Park Picnic Areas

_____ **Section "A"** (select tables desired)
1 2 3 4 5 6 7 8 9
10 11 12 13 14 15 16 17

_____ **Gazebo** Times:_____ am/pm to _____ am/pm Total Hours ___

_____ **Section "C"** (select tables desired)
1 2 3 4 5 6 7

_____ **Covered Picnic Area** Times: _ am/pm to _____ am/pm Total Hours ___

Application for Amplified Sound/Other Equipment

Type of amplification/other equipment AV Equpment

Nature of Use Announcements and Music Time of day to be used 8:00 a.m. am/pm to 12:00 p.m.
Chapter 12, Redlands Municipal Code

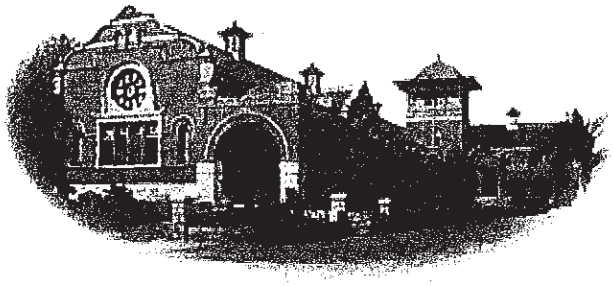
Applicant shall comply with all City laws governing use of Redlands parks. Applicant shall defend, indemnify and hold harmless the City and its respective officials, officers and employees from and against any and all claims, lawsuits, damages, losses, injuries, costs and liabilities for injury (including death) to persons or property arising from or associated with applicant's and applicant's officers', employees', agents' and invitees', negligent or intentionally wrongful acts or omissions in conducting applicant's activity allowed by the approved reservation request (Permit). Applicant Initial _____
NOTE: This permit is subject to immediate cancellation by any Police Officer or agent of the City who determines that any provision(s) of the City's Municipal Code have been violated.
Applicant may be required to provide the City, for review and approval, certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from applicant's activity. Such insurance shall name on the policy or endorsement, as additional insureds, the City of Redlands and its respective elected officials, officers, employees and agents. Such insurance shall include not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate of comprehensive general liability insurance, including bodily injury and property damage coverage, together with such other additional coverage as the City's Risk Manager may determine to be prudent. Insurance coverage shall be maintained for the duration of applicant's activity. Proof of Insurance Policy No. PIPK1372925 Insurance Company Philidelphia Indemity Insurance Co.

Signature of Applicant Tracy V. Magaz Date 4-19-24

OFFICE USE ONLY

_ ____ Approved ____ Not Approved Authorized Signature _____ Date _____

Requirements: _____



A.K. Smiley Public Library

Rental Agreement for Contemporary Club Parking Lot

Lessee: Stater Bros. Charities

Contact Name: Tracy Marquez

Address: 301 S. Tippecanoe Ave. San Bernardino, CA. 92408

Phone: 909 202-2486 Email tracy.believewalk@gmail.com

Date: Saturday 10/5 – Sunday 10/6

Time: 12:00 pm – 3:00 pm

The Believe Walk would like to have trash roll offs delivered Friday 10/4 by City of Redlands

MUST PROVIDE PROOF OF INSURANCE TO COVER LIABILITY DURING USE OF PARKING LOT

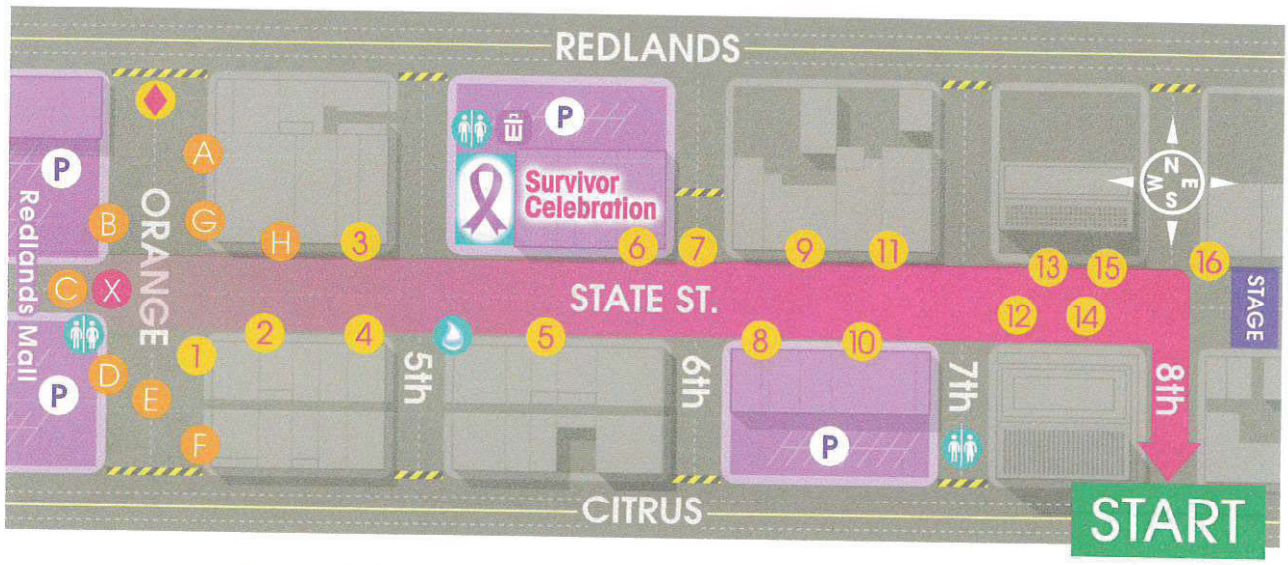
Renter's Signature Tracy V. Marquez Date 4/19/24

Library Approval _____ Date _____

Believe Walk®

Presented by Stater Bros. Charities
& Inland Women Fighting Cancer

PRE-WALK FESTIVITIES MAP



Registration

- A Participant Check-In
- B Walk Marshal Check-In
- C Volunteer Check-In
- D Late Registration
- E Late Registration - Starts Here
- F Cummings Automotive Group
- G T-Shirts
- H Bark & Believe

Services

- X Solutions & Media Check-In
- Stater Bros. Water
- Restrooms
- Trash
- P Parking

Attractions

- Diamond T
- 1 Hot 103.9
- 2 Believe Boutique
- 3 StretchX
- 4 Stater Bros. Produce
- 5 Salad Master
- 6 Stater Bros. Balloons
- 7 I Walk For...
- 8 KSGN
- 9 Pink Wings
- 10 Redlands Fire Dept.
- 11 Face Painting (National Charity League)
- 12 YMCA of the East Valley
- 13 Sellas Balloons
- 14 Just Food For Dogs
- 15 esri
- 16 K-FROG

Survivor Celebration (Ed Hales Park)

- Beloved Foundation
- Harmless Harvest
- Loma Linda University Cancer Center
- Michelle's Place Cancer Resource Center
- Survivor Photo Station
- That's It
- The CARE Project
- The Pink Ribbon Place
- Vive Organic

Sponsored by:
LOMA LINDA UNIVERSITY
Cancer Center

Believe Walk
Sustaining Our Environment!

Reduce.
Reuse.
Recycle.

BELIEVE BASH MAP

LEGEND

Volunteer Check-In | First Aid / Lost & Found | Restroom | Trash Dumpster | Sink

REDLANDS BOWL

1. Stater Bros (Aspire Bakery/La Brea Cookies)
2. Stater Bros. Markets (Produce)
3. Stater Bros. Markets (Produce)
4. Loma Linda University Cancer Center
5. Loma Linda University Cancer Center
7. Pepsi Beverages Co.
8. Pepsi Beverages Co.
9. Frito-Lay
10. Dr. James P. Sellas (Balloons)
11. Stater Bros. Markets Water (Daymon)
12. Beaver Medical Group
13. Redlands Police Department
14. Kellogg's
16. Redlands Fire Department
17. Redlands Community Hospital
21. Optum
22. Dignity Health Foundation IE - St. Bernardine Med. Center.
23. Coca-Cola (Fairlife/ Minute Maid)
24. Face Painting National Charity League
25. Face Painting National Charity League
26. Hangar 24 Craft Brewery
34. Monster Energy Truck
35. Monster Energy Truck

LINCOLN MEMORIAL SHRINE

- A Toyota Arena
- B Clif Bar
- C CSUSB (Cal State University San Bernardino)
- D General Mills Yoplait
- E Don Francisco's Coffee
- F La Croix Sparkling Water
- G Michelle's Place
- H The CARE Project
- I South Coast Winery
- J Alta Dena Dairy
- K Riverside University Health System
- L Rudolph Foods Company
- M Electrolit USA
- N Simply Good (Atkins)
- O RadNet
- P SAC Health
- Q YMCA of the East Valley

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]	$29,778.00	Hard Cost	$28,548.00
Fire Personnel[1]	$2,700.00	Hard Cost	$6,071.00
Facilities & Community Services Personnel[1]	$3,937.50	Hard Cost	$2,531.00
Personnel & Equipment Subtotal	**$36,415.50**		$37,150.00
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	$94.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$600.00	Soft Cost	$460.96
Fees Subtotal			
Total Departmental Charges and Fees	**$694.00**		$554.96
	$36,415.50 **$694.00** **$37,109.50**	Hard Cost Soft Cost Total	**$37,150.00** **$554.96** **$37,704.96**

[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**
$27,410.00	$1,704.00	$0.00	$29,114.00	$29,114.00

Stater Bros Charities

[redacted] | Sn Bernrdno, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

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

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

- **Tax Year 2019 Form 990**
- **Tax Year 2018 Form 990**
- **Tax Year 2017 Form 990**
- **Tax Year 2016 Form 990**
- **Tax Year 2015 Form 990**

City Council Meeting **I. 29.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8626 pursuant to Government Code Section 54221 declaring that certain real property (located near the west side of Eureka Street, north of West Redlands Blvd, and south of Oriental Avenue; APN: 0169-272-27-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review pursuant to Section 15060(c)(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 that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8626.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8626, pursuant to Government Code Section 54221 declaring that certain real property (located near the west side of Eureka Street, north of West Redlands Blvd, and south of Oriental Avenue; APN: 0169-272-27-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review pursuant to Section 15060(c)(3) under the California Environmental Quality Act.

DISCUSSION:

The City owns property in fee located on the west side of Eureka Street, north of West Redlands Blvd, and south of Oriental Avenue, and as more particularly described in Exhibit A of the attached resolution (the "Property"). The City desires to transfer interest in the property to Property One, LLC, a limited liability company (Property One, LLC) and in exchange, the City will receive certain real

property located along the west side of Division Street, South of Sylvan Blvd and North of Interstate 10 (APN: 0170-142-12-0000) for the use of open space.

The City will need to comply with the Surplus Land Act, Government Code Section 54220 et seq., (“SLA”) prior to doing so. Adoption of the attached resolution would declare the Property exempt surplus and allow for disposition to Property One, LLC., outside of the SLA, subject to California Department of Housing and Community Development (“HCD”) review.

In an effort to address the housing crisis throughout the state, the State Legislature revamped the SLA in 2019 to strengthen the right of first refusal for affordable housing developers to bid on local agency-owned surplus land. The SLA requires public agencies to comply with certain procedures when disposing of real property. The HCD has adopted guidelines to interpret the SLA. The SLA was recently amended by Assembly Bill 480 (Ting) Senate Bill 229 (Umbert). These changes took effect January 1, 2024.

The SLA requires all local agencies to prioritize affordable housing, as well as parks and open space, when disposing of “surplus land.” Before a local agency may dispose of land subject to the SLA, the land must be declared either "surplus land" or "exempt surplus land," as supported by written findings. For “surplus land,” the City must go through a formal process to offer the land to qualifying entities and negotiate with responsive parties. However, the SLA contains exemptions for certain types of land (“exempt surplus land”) where this formal process does not apply.

One such exemption is for real property that a local agency is exchanging for another property necessary for the agency's use. (Government Code section 54221(f)(1)(C).) Here, this exemption fits because the City desires to exchange the property for property located near the west side of Division Street, south of Sylvan Blvd and north of Interstate 10 (APN: 0170-142-12-0000) for the use of open space.

Adoption of the attached Resolution would declare the Property as exempt surplus pursuant to the aforementioned exemption. Under HCD’s Surplus Land Act Guidelines (“Guidelines”) promulgated pursuant to the SLA, prior to disposal of the Property, the City must submit the adopted resolution to HCD at least 30 days prior to disposal so that HCD can review the exemption declaration. The attached Resolution authorizes submittal to HCD.

ALTERNATIVES:

The Council may deny this request and provide direction to staff.

STRATEGIC PLAN:
Not Applicable

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

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

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

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year: FY 2024-25

Discussion:

Declaring the Property to be exempt surplus land will not result in any fiscal impact.

Attachments

A. Resolution No. 8626

RESOLUTION NO. 8626

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS PURSUANT TO GOVERNMENT CODE SECTION 54221 DECLARING THAT CERTAIN REAL PROPERTY (NEAR AT OR ABOUT THE WEST SIDE OF EUREKA STREET, NORTH OF WEST REDLANDS BLVD, AND SOUTH OF ORIENTAL AVENUE (APN: 0169-272-27-0000) IS EXEMPT SURPLUS LAND, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Redlands (the "City") owns property located near at or about the West side of Eureka Street, North of West Redlands Blvd., and South of Oriental Avenue (APN: 0169-272-27-0000), as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the City is the fee simple owner of that Property;and

WHEREAS, the Surplus Land Act, Government Code sections 54220 *et seq*. (the "Act") applies when a local agency disposes of "surplus land," which is defined 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." (Government Code section 54221(b)(1)); and

WHEREAS, the Act expressly does "not apply to the disposal of exempt surplus land." (Government Code section 54222.3); and

WHEREAS, under the Act, "exempt surplus land" includes land that a local agency is exchanging for another property necessary for the agency's use. (Government Code section 54221(f)(1)(C)); and

WHEREAS, the Act requires local agencies such as the City to declare certain real property they own as either "surplus land" or "exempt surplus land," as supported by written findings, prior to any disposition of the real property; and

WHEREAS, the City desires to transfer interest in the Property to Property One, LLC, a California limited liability company (Property One, LLC), and in exchange the City will receive 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) for use as open space; and

WHEREAS, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property; and

WHEREAS, the City Council has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

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

SECTION 1: The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council.

SECTION 2: The City Council hereby declares that the Property is exempt from the Act as exempt surplus land pursuant to Government Code section 54221(f)(1)(C), based on the findings contained in this Resolution for the Property, namely that the City intends to exchange the Property with Property One, LLC, 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) for the use of open space.

SECTION 3: This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). City staff has determined that the designation of the Property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution, in and of itself, does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 4: The City Manager or designee is hereby authorized and directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the requirements of Section 400(e) of the SLA Guidelines.

SECTION 5: If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 3rd day of September, 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 3rd day of September, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Description and Depiction of Property

APN 0169-272-27-0000

The Property consists is approximately 7,809 square feet located near at or about the West side of Eureka Street, North of West Redlands Blvd, and South of Oriental Avenue as shown below

City Council Meeting **I. 30.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for the temporary closure of 9th Street between E. Citrus Ave and E. State Street for the inaugural "1LoveIE" business opening event scheduled for September 14, 2024, authorize the expenditure of city resources and in-kind support in the amount of $1,800 related to this event; and determine that this event is categorically exempt from guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize the expenditure of city resources, in-kind support, and temporary street closure related to this event.

RECOMMENDATION:

Staff recommends that the City Council authorize the request for in-kind support in the amount of $1,800, and approve the temporary street closures related to the event.

DISCUSSION:

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

The Redlands Chamber of Commerce is requesting approval to hold the "1LoveIE" inaugural business event on Saturday, September 14, 2024. This request requires City Council approval due to the need for a temporary street closure to manage traffic flow and ensure the safety of both pedestrians and drivers along 9th Street between E. Citrus Avenue and E. State Street from 10:00 a.m. to 6:00 p.m. Additionally, the Chamber of Commerce is seeking in-kind support, including personnel and equipment from the Facilities and Community Services Department, with an estimated value of $1,800. As a non-profit organization based in the City of Redlands, the Chamber has received in-kind contributions totaling $29,374.19 during FY 2023-2024, as approved by the City Council.

According to the application, this event will support multiple local businesses in a family-friendly environment. Should the City Council elect to approve the event, the following condition of approval will apply: the event will be held on 9th Street between E. Citrus Ave and E. State Street.

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 publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the in-kind service request, deny the temporary street closure request 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:
Salomon Abdel-Aziz, Management Analyst

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$1,800.00
Budgeted Y/N:	N

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

Attachments

In Kind Support Request
Street Closure Permit Map
Verification of Non-Profit
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: 1LoveIE Community Event

Event Date(s): 9/14/2024 **Location(s):** 501 E. Citrus Ave., Suite A, Redlands, CA 92373

Rain Out Date: **Beginning Time:** 10AM **End Time:** 6PM

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.

Street closure on 9th Street from Citrus Ave. to the Taco Shack parking lot before State Street to celebrate a community event for the grand opening of 1LoveIE. Community and local vendors, music, and kids zone.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Street closure
- [ ] 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: Redlands Chamber of Commerce

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-1137980

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

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

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

Primary Contact Name & Title: Evan Sanford, Executive Director

Mailing Address: 47 N. 1st St., Redlands, CA 92373

Phone Number: 909-793-2546 **E-Mail Address:** evan@redlandschamber.org

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

Positive outcomes for your organization from this

Supporting multiple local businesses in a family-friendly environment.

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

Social media promotion will bring hundreds to the Downtown Core for the duration of the event.

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	200-300	N/A	
Attendance: Non-Residents	200-300	N/A	
Food & Beverage Sales	N/A	N/A	
Merchandise Sales	N/A	N/A	
Ticket/Entrance Fees	N/A	N/A	
Other	N/A	N/A	
Total Revenue	N/A	N/A	

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

Signature: Evan Sanford **Title:** Executive Director

Please Print Your Name: Evan Sanford **Date:** 8/22/2024

To Be Completed by the City of Redlands

Date Received: 22-08-24 P03:04 IN **Received By:** Jaclyn Ramirez

Notes:

City Manager Approval: City Council Approval:

Event: Iloveie Community Event

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Redlands Chamber of Commerce

To close (street names) 9th St.

Between (street names) Citrus Ave. up to parking lot before State St.

On (date) 9/14 **Event times -** from (time) 10 ☑ am ☐ pm to (time) 6 ☐ am ☑ pm

Address of Applicant: 47 N. 1st St. Redlands, CA 92373

Signature of Applicant: _____ Phone No. 909-793-2546

Condition(s): _____

Event Description: Community event with local vendors, music, and kids zone, celebrating a grand opening.

FOR OFFICE USE ONLY

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

1. _____ Chief of Police — Date 8/27/2024
2. _____ Municipal Utilities & Engineering Department — Date 8/27/24
3. _____ Facilities & Community Services Department — Date 8/22/24
4. _____ Risk Management Division — Date 8/27/24

Street Closure time: From 8:00 ☒ am ☐ pm To 8:00 ☐ am ☒ pm

Staff Notes:

Shear Perfection Salon
The Wild Hair Salon and Spa
Redlands Sewing Center
Sewing machine store
Taco Shack
ROAD CLOSURE
9th St
Lovell
Wulf CPA, A Professional...
Michael Dickey Design Jeweler
Jeweler
Citrus Barber Corp
BROWS BY TAMARA
Beautyy by RD
Freedom Bowls
Health food store
ROAD CLOSURE
Google

REDLANDS CHAMBER OF COMMERCE

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 2020 Form 990EO**
- **Tax Year 2019 Form 990O**
- **Tax Year 2018 Form 990O**
- **Tax Year 2017 Form 990O**
- **Tax Year 2016 Form 990O**

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

Departmental Charges (Personnel & Equipment)	**2024-2025 Amount**	**Type**	**2023-2024 Amount**
Police Personnel[1]	$0.00	Hard Cost	$14,349.00
Fire Personnel[1]	$0.00	Hard Cost	$4,992.19
Facilities & Community Services Personnel[1]	$1,800.00	Hard Cost	$9,845.00
Personnel & Equipment Subtotal	**$1,800.00**		$29,186.19
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$188.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$0.00**		**$188.00**
Total Departmental Charges and Fees	**$0.00**		$0.00
	$1,800.00 **$0.00** **$,1800.00**	Hard Cost Soft Cost Total	**$29,186.19** **$188.00** **$29,374.19**

[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**
$27,410.00	$1,704.00	$0.00	$29,114.00	$29,114.00

City Council Meeting **J. 1.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8629 for development applications related to the construction of 164 apartment units within the Venue at Orange Apartments located at the southwest corner of Orange Avenue and Alabama Street continued to September 17, 2024 (Development Services Director Desatnik)

MOTION(S):

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

I move that City Council continue the public hearing to consider Resolution No. 8629 for development applications related to the construction of 164 apartment units within the Venue at Orange Apartments located at the southwest corner of Orange Avenue and Alabama Street to September 17, 2024.

RECOMMENDATION:

Staff recommends continuing the public hearing considering the public hearing to consider Resolution No. 8629 for development applications related to the construction of 164 apartment units within the Venue at Orange Apartments located at the southwest corner of Orange Avenue and Alabama Street to September 17, 2024, to allow time to update corresponding hearing documents.

DISCUSSION:

Staff recommends continuing the public hearing considering the public hearing to consider Resolution No. 8629 for development applications related to the construction of 164 apartment units within the Venue at Orange Apartments located at the southwest corner of Orange Avenue and Alabama Street to September 17, 2024, to allow time to update corresponding hearing documents.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Jennifer Macias, Management Analyst

City Council Meeting **J. 2.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8627 - Authorizing adjustments to rates for solid waste utility services
(Mayor to declare the meeting open as a public hearing)

A. Public Hearing to consider Resolution No. 8627 authorizing adjustments to rates for solid waste utility service; and
B. Determination that adoption of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to identify the number of written qualified protests received and state whether a majority protest exists.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

1. I move that the City Council determine that the adoption of Resolution No. 8627 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 Resolution No. 8627.

RECOMMENDATION:

The Municipal Utilities and Public Works Commission met on March 18, 2024 and April 15, 2024 to discuss solid water rates and receive public comment. After substantive discussion as further described below, the Commission voted unanimously on April 15, 2024 to forward R3's recommended adjustments to the City's solid waste services to the City Council.

The Commission recommended the following solid waste utility service rate increases:

- A nine percent (9%) rate increase in January 1, 2025
- A nine percent (9%) rate increase in January 1, 2026
- A nine percent (9%) rate increase in January 1, 2027
- A four percent (4%) rate increase in January 1, 2028

DISCUSSION:

The City of Redlands provides solid waste collection as well as recycling, composting, and disposal services, which comprise critically necessary health, safety, and environmental utility. The City periodically adjusts solid waste service rates to keep pace with the increasing cost of providing solid waste services. The City's last adjustment to solid waste rates was in October 2021. The City has only adjusted solid waste rates ten times over the last thirty years.

Senate Bill (SB) 1383 approved in 2016 requires a reduction in organic waste (food waste, green waste, paper products, etc.) disposed of in landfills by 75%, and an increase in edible food recovery by 20% by 2025. Local municipalities, including the City, are responsible for achieving these targets by requiring mandatory recycling and organic collection, color and labeling changes for carts and bins, purchase and use of compost and mulch, as well as outreach, reporting, contamination monitoring, inspections, and enforcement.

In 2023, the City contracted with R3 Consulting Group, Inc. (R3) to complete a solid waste financial plan and rate study (Study) of the expenses and revenues in the City's Solid Waste Services Enterprise Fund (Solid Waste Fund) and to make recommendations about adjustments to solid waste rates necessary to fund projected expenses. Staff and R3 held two meetings with the Municipal Utilities Commission (Commission), on March 18, 2024 and April 15, 2024 to present draft findings and to receive feedback and recommendations.

On March 18, 2024 the Commission received a comprehensive overview of solid waste operations, including an analysis of revenues and expenses presented by R3. It was underscored that the last rate adjustment occurred in

2021 (and was approved in 2017), highlighting the necessity to adjust rates to ensure the sustainability of the operation. The Commission discussed various rate adjustment scenarios presented by R3, with a specific focus on maintaining any proposed rate adjustments below 10% in any given year.

Based on this direction, City staff worked with R3 to develop revised scenarios for adjustments to solid waste rates that adhered to the Commission's request while also addressing the operational needs of the solid waste division. The revised scenarios resulted in lower rate adjustments than were presented to the Commission in March. Whereas the March projections included rate adjustments in FY 2024-25 and FY 2025-26 that each exceeded 10%, the revised scenarios resulted in rate adjustments that were lower than 10% in all years.

Additionally, the March projections anticipated two rate adjustments in a 12-month time period (either August 1, 2024 and July 1, 2025 OR January 1, 2025 and July 1, 2025). The revised scenarios shifted all projected adjustments to occur on January 1, annually, thereby avoiding two adjustments occurring within a 12-month time span. Finally, two of the options presented in March resulted in depletion of Solid Waste Fund balance reserves to nearly $0 within one to two years. The revised scenarios projected minimum Solid Waste Fund balances above 10% of operating expenses in all years, which is the minimum recommended by R3 to account for unforeseen circumstances that may arise in the future.

At the April 15, 2024 meeting with the Commission, staff and R3 presented a revised recommended rate adjustment scenario covering the next four years with 9% adjustments for each of the first three years and a 4% adjustment in the fourth year. The revisions to the recommended adjustments to solid waste rates were made possible due to adjustments to projected operating and capital expenses. Staff identified revisions for staffing allocations to the Solid Waste Fund that are estimated to reduce personnel costs in the Fund $750,000 annually starting in FY 2024-25. Staff also identified revised fleet maintenance costs which are estimated to cost the Fund also by $750,000 annually starting in FY 2024-25. Finally, the timeframe for replacement of 5 of the 17 vehicles scheduled to be replaced by FY 2028-29 was adjusted; while it is important that the City maintain its replacement schedule, replacement of these vehicles can be deferred by a few years without impacting operations.

The first three years of the recommended rate adjustments are comprised of 4% COLA/inflation, 3% vehicle replacement, and 2% for new SB 1383 regulations, with the final year only projected needing a 4% adjustment for COLA/inflation. These rate adjustments are designed to fully cover the costs of the Solid Waste Fund while also maintaining a stable operating reserve. It is further recommended by R3 that the City re-analyze actual and projected expenses in the Solid Waste Fund in FY 2027-28 to establish recommended rates effective FY 2028-29 (and up to four additional fiscal years thereafter).

The Commission voted unanimously on April 15, 2024 to recommend moving forward with R3's recommended solid waste rates for the next four years (FY 2024-25 through FY 2027-28).The City Council considered the Commission's recommendations on July 2, 2024, and directed staff to issue a Proposition 218 notice to the public and set a public hearing date for September 3, 2024. The notice is attached for reference and includes the following increases:

- A nine percent (9%) rate increase in January 1, 2025
- A nine percent (9%) rate increase in January 1, 2026
- A nine percent (9%) rate increase in January 1, 2027
- A four percent (4%) rate increase in January 1, 2028

If approved by the City Council, the first annual adjustment to solid waste rates would be effective January 1, 2025.

FINANCIAL CONSIDERATIONS

The Commission recommended moving forward with R3's recommended solid waste rates for the next four years (FY 2024-25 through FY 2027-28). The recommended rate adjustments are to be proposed to the City Council and solid waste customers through a Proposition 218 noticing process, with noticed being mailed to customers by July 2, 2024 regarding the public hearing on September 3, 2024

R3 found that the City's solid waste service rates in the City have not been adjusted since October 2021, and have only been adjusted ten times in the last thirty years. Reserve balances in the Solid Waste Fund are currently being drawn down to keep solid waste services and operations whole, with revenues from solid waste service rates being less than necessary to cover the current and projected cost of providing service. Without adjustments to solid waste service rates, reserves in the Solid Waste Fund will be exhausted by the end of FY 2025-26. The City will not be able to continue providing current levels of solid waste service starting in FY 2026-27 without adjustments in rate revenues, cuts in operations, or new funding from other sources such as the General Fund.

LEGAL CONSIDERATIONS

The R3 Study constitutes a detailed analysis of the City's solid waste revenue and expense projections. R3 found that recommended adjustments to solid waste utility rates will recover sufficient revenue to support this service within the parameters set by relevant law, including article XIII D, section 6 of the California Constitution ("Proposition 218").

The City Attorney has advised that the City comply with the requirements of Proposition 218 in authorizing the proposed adjustments to the solid waste utility rates. Those requirements include issuance of the recommended 45-day written notice to solid waste utility customers. The notice informs solid waste utility users

about the reasons for the proposed rates, the date and location of the public hearing (September 3, 2024), and how they can provide a written protest of the proposed rates. If more than 50% of solid waste utility users protest in writing, then the City Council will not be able to authorize the proposed solid waste utility rates.

Approval of solid waste utility rate increases 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 in the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate directions.

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

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

PREPARED BY:
Nathalie Ayala, Senior Adminstrative Assistant

Fiscal Impact

Fiscal Year: FY 2024-25
Revenue Generating: Yes
Appropriation Required Y/N: N
Discussion:

City Council will consider a solid waste rate increase during the Public Hearing. Should the City Council approve the recommendation, rates will take effect from January 1, 2025 through January 1, 2028 as follows:

- A nine percent (9%) rate increase January 1, 2025
- A nine percent (9%) rate increase January 1, 2026
- A nine percent (9%) rate increase January 1, 2027
- A four percent (4%) rate increase January 1, 2028

If approved, staff will include an item on a future City Council agenda to adjust the Solid Waste budget to reflect the new rates.

Attachments

A. Resolution No. 8627
B. Exhibit A of Resolution
C. Proposition 218 Notice
D. R3 Report Solid Waste Financial Plan
E. Resolution No. 7128 (Protest Rules)

RESOLUTION NO. 8627

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING ADJUSTMENTS TO RATES FOR SOLID WASTE UTILITY SERVICE

WHEREAS, the City provides solid waste utility service as a municipally run operation; and

WHEREAS, the City has not adjusted solid waste utility service rates since October 2021; and

WHEREAS, the City engaged R3 Consulting Group, Inc., to review and analyze the City's solid waste revenue and expense projections and recommend adjustments to solid waste utility service rates to maintain sustainable funding for solid waste services; and

WHEREAS, R3 Consulting Group, Inc. found that, without recommended adjustments to solid waste utility service rates, the City's Solid Waste Service Fund will be depleted by the end of fiscal year (FY) 2025-26; and

WHEREAS, R3 Consulting Group, Inc. found that recommended adjustments to solid waste utility service rates recover sufficient revenue within the parameters set by relevant law, including article XIIID, section 6 of the California Constitution; and

WHEREAS, the City Council intends to hold a protest hearing on the solid waste utility rates in accord with article XIIID, section 6(a) of the California Constitution; and

WHEREAS, on July 2, 2024, the City Council passed Resolution No. 8609 setting a Public Hearing for the solid waste utility rates in accord with article XIIID, section 6(a) of the California Constitution on September 3, 2024; and

WHEREAS, the City's local procedures to conduct such a hearing are set forth in Resolution No. 7128; and

WHEREAS, on July 15, 2024, the City timely mailed notes of the public hearing to solid waste utility service rate payers that detailed proposed rate adjustments in accordance with article XIIID, section 6(a) of the California Constitution; and

WHEREAS, on September 3, 2024, the City held a public hearing on the proposed adjustments to rates for solid waste utility services, and there was no majority protest.

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

Section 1. The above recitals are true and correct and are incorporated by this reference.

Section 2. In accordance with Article XIIID § 6 of the California Constitution and as set forth in the accompanying staff report, incorporated herein by reference:

a. The revenues derived from solid waste utility rates do not exceed the funds required to provide solid waste utility services.

b. The revenues derived from solid waste utility rates will not be used for any purpose other than solid waste programs.

c. The solid waste utility rates charged will not exceed the cost of solid waste programs provided to ratepayers.

d. The solid waste utility rates are not charged for general governmental services.

Section 3. Notice of the proposed solid waste utility service rates effective January 1, 2025, 2026, 2027 and 2028, was mailed on July 15, 2024, more than 45 days prior to the public hearing on this matter, in compliance with Proposition 218.

Section 4. A public hearing was conducted on September 3, 2024, regarding the proposed rates to be charged and all protests and other comments were considered.

Section 5. The number of written protests by ratepayers within the City against the proposed rates were tabulated by City staff at the hearing and did not constitute a majority protest.

Section 6. Following the public hearing, the City Council authorized the proposed solid waste utility service rates as set forth in Exhibit A, incorporated here by reference.

Section 7. That the adjusted monthly rates for solid waste utility service be effective January 1, 2025, and annually thereafter.

ADOPTED, SIGNED AND APPROVED this 3rd day of September, 2024.

_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 3rd day of September, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

EXHIBIT A

Proposed Solid Waste Service Rates

EXHIBIT A
City of Redlands Proposed Solid Waste Service Rates

Automated And Pull-Down Service Bi-Monthly Rates	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 extra 60 gallon refuse	$26.72	$29.12	$31.74	$34.60	$35.98
1 extra 60 gallon greenwaste[1]	$26.72	$29.12	$31.74	$34.60	$35.98
1 extra 90 gallon refuse	$33.85	$36.90	$40.22	$43.84	$45.59
1 extra 90 gallon greenwaste[1]	$33.85	$36.90	$40.22	$43.84	$45.59
2 60-gallon refuse	$105.65	$115.16	$125.52	$136.82	$142.29
1 90-gallon refuse	$81.54	$88.88	$96.88	$105.60	$109.82
1 60-gallon refuse	$78.93	$86.03	$93.77	$102.21	$106.30
1 60-gallon refuse and 1-90-gallon refuse	$108.26	$118.00	$128.62	$140.20	$145.81
1 60-gallon refuse commercial	$66.05	$71.99	$78.47	$85.53	$88.95
1 90-gallon refuse commercial	$73.65	$80.28	$87.51	$95.39	$99.21
2 90-gallon refuse commercial	$107.50	$117.18	$127.73	$139.23	$144.80
Pull down service 1-90 RF	$137.36	$149.72	$163.19	$177.88	$185.00
Pull down service 1-60 RF	$134.75	$146.88	$160.10	$174.51	$181.49
1 90-gallon refuse shared by 2 units - multi-family	$43.66	$47.59	$51.87	$56.54	$58.80
1 60-gallon refuse for each unit - multi- family	$36.11	$39.36	$42.90	$46.76	$48.63
1 90-gallon refuse for each unit - multi- family	$46.32	$50.49	$55.03	$59.98	$62.38
1 60-gallon refuse shared by 2 units - multi-family	$29.12	$31.74	$34.60	$37.71	$39.22
HHW	$1.00	$1.00	$1.00	$1.00	$1.00
Note: 1. Charge for 4 or more GW carts.					

EXHIBIT A
City of Redlands Proposed Solid Waste Service Rates

Commercial Bin Bi-Monthly Rates	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 yard bin serviced:					
1-times per week	$191.47	$208.70	$227.48	$247.95	$257.87
2-times per week	$325.69	$355.00	$386.95	$421.78	$438.65
3-times per week	$459.91	$501.30	$546.42	$595.60	$619.42
4-times per week	$594.36	$647.85	$706.16	$769.71	$800.50
5-times per week	$728.81	$794.40	$865.90	$943.83	$981.58
6-times per week	$863.03	$940.70	$1,025.36	$1,117.64	$1,162.35
2 yard bin serviced:					
1-times per week	$325.69	$355.00	$386.95	$421.78	$438.65
2-times per week	$594.36	$647.85	$706.16	$769.71	$800.50
3-times per week	$863.03	$940.70	$1,025.36	$1,117.64	$1,162.35
4-times per week	$1,131.74	$1,233.60	$1,344.62	$1,465.64	$1,524.27
5-times per week	$1,400.41	$1,526.45	$1,663.83	$1,813.57	$1,886.11
6-times per week	$1,669.36	$1,819.60	$1,983.36	$2,161.86	$2,248.33
3 yard bin serviced:					
1-times per week	$459.92	$501.31	$546.43	$595.61	$619.43
2-times per week	$863.03	$940.70	$1,025.36	$1,117.64	$1,162.35
3-times per week	$1,266.19	$1,380.15	$1,504.36	$1,639.75	$1,705.34
4-times per week	$1,669.36	$1,819.60	$1,983.36	$2,161.86	$2,248.33
5-times per week	$2,072.25	$2,258.75	$2,462.04	$2,683.62	$2,790.96
6-times per week	$2,475.40	$2,698.19	$2,941.03	$3,205.72	$3,333.95
4 yard bin serviced:					
1-times per week	$594.36	$647.85	$706.16	$769.71	$800.50
2-times per week	$1,131.74	$1,233.60	$1,344.62	$1,465.64	$1,524.27
3-times per week	$1,669.36	$1,819.60	$1,983.36	$2,161.86	$2,248.33
4-times per week	$2,206.70	$2,405.30	$2,621.78	$2,857.74	$2,972.05
5-times per week	$2,744.08	$2,991.05	$3,260.24	$3,553.66	$3,695.81
6-times per week	$3,281.46	$3,576.79	$3,898.70	$4,249.58	$4,419.56
5 yard bin serviced:					
1-times per week	$699.10	$762.02	$830.60	$905.35	$941.56
2-times per week	$1,400.41	$1,526.45	$1,663.83	$1,813.57	$1,886.11
3-times per week	$2,043.57	$2,227.49	$2,427.96	$2,646.48	$2,752.34
4-times per week	$2,744.08	$2,991.05	$3,260.24	$3,553.66	$3,695.81
5-times per week	$3,415.56	$3,722.96	$4,058.03	$4,423.25	$4,600.18

EXHIBIT A
City of Redlands Proposed Solid Waste Service Rates

6-times per week	$4,087.27	$4,455.12	$4,856.08	$5,293.13	$5,504.86
6 yard bin serviced:					
1-times per week	$820.34	$894.17	$974.65	$1,062.37	$1,104.86
2-times per week	$1,640.68	$1,788.34	$1,949.29	$2,124.73	$2,209.72
3-times per week	$2,461.02	$2,682.51	$2,923.94	$3,187.09	$3,314.57
4-times per week	$3,281.46	$3,576.79	$3,898.70	$4,249.58	$4,419.56
5-times per week	$4,101.70	$4,470.85	$4,873.23	$5,311.82	$5,524.29
6-times per week	$4,922.04	$5,365.02	$5,847.87	$6,374.18	$6,629.15

EXHIBIT A
City of Redlands Proposed Solid Waste Service Rates

Commercial Compacted Bin Bi-Monthly Rates	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 1/2 yard compacted bin 4 times per week	$1,215.40	$1,324.79	$1,444.02	$1,573.98	$1,636.94
2 yard compacted bin serviced:					
1-time per week	$405.28	$441.76	$481.52	$524.86	$545.85
2-times per week	$810.55	$883.50	$963.02	$1,049.69	$1,091.68
3-times per week	$1,215.83	$1,325.25	$1,444.52	$1,574.53	$1,637.51
4-times per week	$1,621.17	$1,767.08	$1,926.12	$2,099.47	$2,183.45
5-times per week	$2,026.46	$2,208.84	$2,407.64	$2,624.33	$2,729.30
3 yard compacted bin serviced:					
1-time per week	$607.68	$662.37	$721.98	$786.96	$818.44
2-times per week	$1,215.41	$1,324.80	$1,444.03	$1,573.99	$1,636.95
3-times per week	$1,823.08	$1,987.16	$2,166.00	$2,360.94	$2,455.38
4-times per week	$2,430.80	$2,649.57	$2,888.03	$3,147.95	$3,273.87
5-times per week	$3,038.40	$3,311.86	$3,609.93	$3,934.82	$4,092.21
4 yard compacted bin serviced:					
1-time per week	$810.58	$883.53	$963.05	$1,049.72	$1,091.71
2-times per week	$1,621.17	$1,767.08	$1,926.12	$2,099.47	$2,183.45
3-times per week	$2,430.80	$2,649.57	$2,888.03	$3,147.95	$3,273.87
4-times per week	$3,242.33	$3,534.14	$3,852.21	$4,198.91	$4,366.87
5-times per week	$4,052.78	$4,417.53	$4,815.11	$5,248.47	$5,458.41

EXHIBIT A
City of Redlands Proposed Solid Waste Service Rates

Commercial Can Bi-Monthly Rates	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 can serviced:					
1-time per week	$42.44	$46.26	$50.42	$54.96	$57.16
2-times per week	$84.88	$92.52	$100.85	$109.93	$114.33
2 cans serviced:					
1-time per week	$84.88	$92.52	$100.85	$109.93	$114.33
2-times per week	$169.77	$185.05	$201.70	$219.85	$228.64
3-times per week	$254.64	$277.56	$302.54	$329.77	$342.96
3 cans serviced:					
1-time per week	$127.32	$138.78	$151.27	$164.88	$171.48
2-times per week	$254.64	$277.56	$302.54	$329.77	$342.96
5-times per week	$636.61	$693.90	$756.35	$824.42	$857.40
6-times per week	$763.92	$832.67	$907.61	$989.29	$1,028.86
4 cans serviced:					
2-times per week	$339.52	$370.08	$403.39	$439.70	$457.29
5-times per week	$848.81	$925.20	$1,008.47	$1,099.23	$1,143.20
5 cans serviced 2 times per week	$424.40	$462.60	$504.23	$549.61	$571.59
6 cans serviced:					
2-times per week	$509.29	$555.13	$605.09	$659.55	$685.93
3-times per week	$763.92	$832.67	$907.61	$989.29	$1,028.86
5-times per week	$1,273.21	$1,387.80	$1,512.70	$1,648.84	$1,714.79
6-times per week	$1,527.85	$1,665.36	$1,815.24	$1,978.61	$2,057.75
7 cans serviced 2 times per week	$594.17	$647.65	$705.94	$769.47	$800.25
11 cans serviced 2 times per week	$933.69	$1,017.72	$1,109.31	$1,209.15	$1,257.52
18 cans serviced 2 times per week	$1,527.85	$1,665.36	$1,815.24	$1,978.61	$2,057.75
22 cans serviced 2 times per week	$1,867.20	$2,035.25	$2,218.42	$2,418.08	$2,514.80
39 cans serviced 2 times per week	$3,310.35	$3,608.28	$3,933.03	$4,287.00	$4,458.48

EXHIBIT A
City of Redlands Proposed Solid Waste Service Rates

Organic Food Waste Bi-Monthly Rates	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 32-gallon can serviced:					
1-time per week	$169.83	$185.11	$201.77	$219.93	$228.73
2-times per week	$339.66	$370.23	$403.55	$439.87	$457.46
3-times per week	$508.14	$553.87	$603.72	$658.05	$684.37
1 64-gallon can serviced:					
1-time per week	$197.01	$214.74	$234.07	$255.14	$265.35
2-times per week	$394.01	$429.47	$468.12	$510.25	$530.66
3-times per week	$591.01	$644.20	$702.18	$765.38	$796.00
5-times per week	$788.09	$859.02	$936.33	$1,020.60	$1,061.42
4-times per week	$985.01	$1,073.66	$1,170.29	$1,275.62	$1,326.64
1 96-gallon can serviced:					
1-time per week	$252.71	$275.45	$300.24	$327.26	$340.35
2-times per week	$504.06	$549.43	$598.88	$652.78	$678.89
3-times per week	$756.77	$824.88	$899.12	$980.04	$1,019.24
1 yard bin serviced:					
1-time per week	$404.88	$441.32	$481.04	$524.33	$545.30
2-times per week	$809.75	$882.63	$962.07	$1,048.66	$1,090.61
3-times per week	$1,214.63	$1,323.95	$1,443.11	$1,572.99	$1,635.91
2 yard bin serviced:					
1-time per week	$748.61	$815.98	$889.42	$969.47	$1,008.25
2-times per week	$1,495.87	$1,630.50	$1,777.25	$1,937.20	$2,014.69
3-times per week	$2,244.49	$2,446.49	$2,666.67	$2,906.67	$3,022.94
3 yard bin serviced:					
1-time per week	$1,078.76	$1,175.85	$1,281.68	$1,397.03	$1,452.91
2-times per week	$2,157.53	$2,351.71	$2,563.36	$2,794.06	$2,905.82
3-times per week	$3,236.30	$3,527.57	$3,845.05	$4,191.10	$4,358.74

EXHIBIT A
City of Redlands Proposed Solid Waste Service Rates

Roll-Off Debris Boxes	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
Greenwaste:					
10 Cubic Yard	$298.01	$324.83	$354.07	$385.93	$401.37
15 Cubic Yard	$357.61	$389.79	$424.88	$463.12	$481.64
20 Cubic Yard	$417.21	$454.76	$495.69	$540.30	$561.91
30 Cubic Yard	$536.42	$584.70	$637.32	$694.68	$722.47
40 Cubic Yard	$655.61	$714.61	$778.93	$849.03	$883.00
Refuse:					
10 Cubic Yard	$333.77	$363.81	$396.55	$432.24	$449.53
15 Cubic Yard	$411.25	$448.26	$488.61	$532.58	$553.88
20 Cubic Yard	$488.73	$532.72	$580.66	$632.92	$658.24
30 Cubic Yard	$643.70	$701.63	$764.78	$833.61	$866.95
40 Cubic Yard	$798.66	$870.54	$948.89	$1,034.29	$1,075.66
Construction/demolition:					
10 Cubic Yard	$387.42	$422.29	$460.29	$501.72	$521.79
15 Cubic Yard	$491.72	$535.97	$584.21	$636.79	$662.26
20 Cubic Yard	$596.01	$649.65	$708.12	$771.85	$802.72
30 Cubic Yard	$804.62	$877.04	$955.97	$1,042.01	$1,083.69
40 Cubic Yard	$1,013.22	$1,104.41	$1,203.81	$1,312.15	$1,364.64
Roll-off per ton overage fee (loads greater than 8 tons)	95.53	$104.13	$113.50	$123.71	$128.66

EXHIBIT A
City of Redlands Proposed Solid Waste Service Rates

Roll-Off Compactor Boxes	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
10 cubic yard	$412.44	$449.56	$490.02	$534.12	$555.49
15 cubic yard	$529.25	$576.88	$628.80	$685.39	$712.81
20 cubic yard	$646.05	$704.19	$767.57	$836.65	$870.12
24 cubic yard	$739.51	$806.07	$878.61	$957.69	$995.99
25 cubic yard	$762.87	$831.53	$906.37	$987.94	$1,027.46
27 cubic yard	$809.60	$882.46	$961.89	$1,048.46	$1,090.39
30 cubic yard	$879.69	$958.86	$1,045.16	$1,139.22	$1,184.79
34 cubic yard	$973.22	$1,060.81	$1,156.28	$1,260.35	$1,310.76
35 cubic yard	$996.51	$1,086.20	$1,183.95	$1,290.51	$1,342.13
37 cubic yard	$1,043.23	$1,137.12	$1,239.46	$1,351.01	$1,405.05
40 cubic yard	$1,113.31	$1,213.51	$1,322.72	$1,441.77	$1,499.44
Roll-off per ton overage fee (loads greater than 8 tons)	$95.53	$104.13	$113.50	$123.71	$128.66

EXHIBIT A
City of Redlands Proposed Solid Waste Service Rates

Miscellaneous Fees (Per Occurrence)	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
Bagged items	$2.17	$2.37	$2.58	$2.81	$2.92
Bulky item pick-up for single item	$47.68	$51.97	$56.65	$61.75	$64.22
Bulky item pick-up for each additional item	$23.84	$25.99	$28.32	$30.87	$32.11
Steam clean bin (per bin, any size)	$135.89	$148.12	$161.45	$175.98	$183.02
Tires in cart, bin or roll-off (per tire)	$11.92	$12.99	$14.16	$15.44	$16.05
Additional roll-off trip charge	$178.77	$194.86	$212.40	$231.51	$240.77
Roll-off box daily rate (after initial 7 days)	$53.66	$58.49	$63.75	$69.49	$72.27
Contamination of greenwaste roll-off box (in addition to charge for corresponding solid waste roll-off box)	$59.60	$64.96	$70.81	$77.18	$80.27
Extra pick-up one 60- or 90-gallon automated cart (collection day)	$7.74	$8.44	$9.20	$10.02	$10.42
Extra pick-up two 60- or 90-gallon automated cart (collection day)	$15.51	$16.91	$18.43	$20.09	$20.89
Extra pick-up one 60- or 90-gallon automated cart (non-collection day)	$34.44	$37.54	$40.92	$44.60	$46.38
Extra pick-up two 60- or 90-gallon automated cart (non-collection day)	$42.21	$46.01	$50.15	$54.66	$56.85
Extra pick-up commercial bin per cubic yard (collection day)	$15.51	$16.91	$18.43	$20.09	$20.89
Extra pick-up commercial bin per cubic yard (non-collection day)	$51.27	$55.88	$60.91	$66.40	$69.05
Extra pick-up commercial compacted bin per cubic yard (collection day)	$23.36	$25.46	$27.75	$30.25	$31.46
Extra pick-up commercial compacted bin per cubic yard (non-collection day)	$59.13	$64.45	$70.25	$76.58	$79.64

City of Redlands
Solid Waste Collection Customers

NOTICE OF PROPOSED SOLID WASTE SERVICE RATES AND PUBLIC HEARING

Public Hearing
September 3, 2024, 6:00 PM

City Council Chambers
35 Cajon Street, Suite 2
Redlands, CA 92373

Protests to proposed rates must be submitted in writing. See inside for information about how to submit written protest.

For questions or more information, please contact:
909-798-7529 or
mutilities@cityofredlands.org

SCAN ME

City of Redlands
35 Cajon St, Suite 4, Redlands, Ca 92373

Recipient Name
Address
City, ST ZIP Code

City of REDLANDS

PUBLIC NOTICE

Proposed Solid Waste Service Rates & Public Hearing

New City of Redlands Solid Waste Service Rates Includes Funding For:

- ✓ Inflationary Cost Increases for Labor, Fuel, Disposal, Recycling and Composting
- ✓ Replacement of Aging Solid Waste Collection Vehicles
- ✓ Additional Landfill Capacity
- ✓ Compliance with Unfunded State Mandate SB 1383

City of REDLANDS

Why Am I Receiving This Notice?

This notice is being furnished to you as a solid waste services customer in the City of Redlands regarding proposed new bi-monthly rates for solid waste services. This serves as notice that the Redlands City Council will conduct a Public Hearing at the time, date, and location enclosed to consider recommended solid waste service rates.

All those interested are invited to appear at the time and place of the Public Hearing enclosed to give oral or written testimony or to submit written protests regarding the proposed rates. The City Council will hear and consider written materials submitted regarding proposed rates at the Public Hearing. The City Council has the authority to adjust the proposed rate changes in response to oral testimony and written materials submitted for consideration, provided that any adjustments cannot increase rates beyond those listed in this Notice.

Why Are New Solid Waste Service Rates Needed?

The City of Redlands provides municipal solid waste services (garbage, recycling, organics and other) in the City. The City has conducted a study of its solid waste rate revenues and projected expenses for fiscal years (FYs) 2024-25 through 2027-28 which concluded that adjustments to solid waste rates are necessary to cover the cost of providing solid waste services. Solid waste service have not been adjusted since October 2021.

Adjustments to solid waste service rates will enable the City to continue to provide solid waste collection services by funding inflation-driven changes in costs for labor, fuel, disposal, and recycling. Adjustments will also fund needed replacement of aging solid waste collection vehicles. Finally, adjustments will fund compliance with the mandatory requirements of Senate Bill 1383 which will reduce greenhouse emissions related to organic waste disposal. Without adjustments to rates the City will need to implement cuts in solid waste services and programs.

NEW RATES WILL KEEP SERVICES WHOLE

The City currently provides solid waste services to residents and business in the City, as listed online at cityofredlands.org/solid-waste-recycling-services.

If the new solid waste service rates are authorized by City Council, the rates will recover revenues necessary to fund:

- ✓ Inflationary increases in the cost of labor, fuel, disposal and recycling.
- ✓ Necessary replacement of an aging solid waste collection vehicle fleet.
- ✓ Compliance with the mandatory and unfunded requirements of State Law SB 1383.

New Bi-Monthly Residential Cart Rates

Refuse Cart Size*	Current Rates	Proposed Rates			
	10/1/2021	*1/1/2025*	*1/1/2026*	*1/1/2027*	*1/1/2028*
60-Gallon	$ 78.93	$ 86.03	$ 93.77	$ 102.21	$ 106.30
90-Gallon	$ 81.54	$ 88.88	$ 96.88	$ 105.60	$ 109.82

** Rates shown include 60- or 90-Gallon Green Cart.*

New Bi-Monthly Commercial Cart & Bin Rates

Refuse Cart/Bin Size	Current Rates	Proposed Rates			
	10/1/2021	*1/1/2025*	*1/1/2026*	*1/1/2027*	*1/1/2028*
60-Gallon	$ 66.05	$ 71.99	$ 78.47	$ 85.53	$ 88.95
90-Gallon	$ 73.65	$ 80.28	$ 87.51	$ 95.39	$ 99.21
1-Yard**	$ 191.47	$ 208.70	$ 227.48	$ 247.95	$ 257.87
2-Yards**	$ 325.69	$ 355.00	$ 386.95	$ 421.78	$ 438.65

*** Rates shown are for once weekly collection.*

The full list of current and proposed residential and commercial solid waste service rates can be found online at www.cityofredlands.org/solid-waste-recycling-services.

How Do I Protest The Proposed Solid Waste Service Rates?

You have the right to protest the proposed solid waste service rates. The protest **must be in writing**, and it must be submitted by either the property owner or a current ratepaying tenant. It must include the property service address and/or the assessor's parcel number, the eligible individual's name (property owner or tenant), a statement to the effect of "I protest the proposed solid waste service rates," and an original signature.

Written protests **may only be submitted by mail or in-person** to the Office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands CA, 92373, or during the Public Hearing on Tuesday, September 3, 2024. **All protests must be received by the City Clerk before the conclusion of the Public Hearing.** The Clerk will not accept or consider any protest received after the conclusion of the Public Hearing.

Only one written protest per affected property will be counted. Telephone, e-mail, and fax protests will not be accepted. At the Public Hearing on September 3, 2024, the City Council will accept and consider all written protests and hear all oral comments on the proposed solid waste service rate changes. Oral comments will not be counted as protests unless accompanied by a written protest as outlined within this notice.

REPORT

City of Redlands

Solid Waste Financial Plan & Rate Study

Submitted electronically: June 25, 2024

R3 CONSULTING GROUP, INC.

RESOURCES · RESPECT · RESPONSIBILITY

R3 CONSULTING GROUP, INC.
RESOURCES · RESPECT · RESPONSIBILITY

June 25, 2024

Mr. Christopher Boatman
Assistant City Manager
City of Redlands
35 Cajon St, Suite 222, Redlands, CA 92373
submitted via email: CBoatman@cityofredlands.org

SUBJECT: Report – Solid Waste Financial Plan & Rate Study

Dear Mr. Boatman,

R3 Consulting Group (R3) is pleased to submit this report to the City of Redlands (City) detailing our methodology, findings, and recommendations related to the City's Solid Waste Service Enterprise Fund (Solid Waste Fund) and associated solid waste service rates. The City engaged R3 to prepare a financial plan and rate study (Study) analyzing and forecasting necessary expenses and revenues in the Solid Waste Fund. This included development of a 10-year financial plan and projection of needed adjustments in solid waste service rates charged to customers for fiscal year (FY) 2024-25 through FY 2027-28.

Study findings and recommendations include:

- Solid waste service rates in the City have not been adjusted since October 2021, and have only been adjusted ten times in the last thirty years.
- Reserve balances in the Solid Waste Fund are currently being drawn down to keep solid waste services and operations whole, with revenues from solid waste service rates being less than necessary to cover the current and projected cost of providing service.
- Without adjustments to solid waste service rates, reserves in the Solid Waste Fund will be exhausted by the end of FY 2025-26. The City will not be able to continue providing current levels of solid waste service in starting in FY 2026-27 without adjustments in rate revenues, cuts in operations, or new funding from other sources such as the General Fund.
- R3 recommends annual adjustments to solid waste rates of 9% each of the coming three years on January 1, 2025, 2026 and 2027 followed by a 4% adjustment on January 1, 2028.
- Adjustments to solid waste rates will not recover more revenue than necessary to meet the City's costs of providing solid waste services.
- Recommended solid waste service rates are fair and equitable, with costs for provision of solid waste services being allocated proportionately among solid waste service customers in alignment with the requirements of Proposition 218.

* * * * *

We appreciate this opportunity to work with you and your team and to be of service to the City. If you have any questions, please contact us via the methods shown below.

Sincerely,

Garth Schultz | *Principal*
R3 Consulting Group, Inc.
510.292.0853 | gschultz@r3cgi.com

Jordan Muratsuchi | *Sr. Consultant*
R3 Consulting Group, Inc.
916.782.7821 | jmuratsuchi@r3cgi.com

TABLE OF CONTENTS

1. **Executive Summary**
   page 1

2. **Background**
   page 2

3. **Solid Waste Financial Plan**
   page 3

4. **Solid Waste Rate Study**
   page 9

Attachments

1 Recommended Solid Waste Rates FY 2024-25 through FY 2027-28
2 Solid Waste Financial Plan Summary
3 Solid Waste Financial Plan Expense Projection
4 Solid Waste Fleet Replacement Schedule
5 Solid Waste Capital Replacement Fund Projection
6 SB 1383 Cost Projection Summary

1. EXECUTIVE SUMMARY

Purpose

The City engaged R3 to conduct the Study to analyze and forecast necessary expenses and revenues in the Solid Waste Fund, develop a 10-year financial plan, and project needed adjustments in solid waste service rates charged to customers for fiscal year (FY) 2024-25 through FY 2027-28.

Methodology

In completing the Study, R3 conducted a detailed review of the City's current and projected revenues at current solid waste rates as well as projected necessary solid waste service costs. This analysis was completed in collaboration with City staff, with adjustments being made over multiple revisions to ensure that projected expenses were accurate. Expense projections include inflationary increases in primary cost categories such as labor, fuel, recycling, composting and disposal costs. Expense projections also include necessary replacement of solid waste collection vehicles, which are a critical part of the City's solid waste collection operations. Finally, expense projections include new costs to meet the mandatory requirement of California Senate Bill (SB) 1383. While preparing projections, City staff and R3 identified and included cost-efficiency measures that mitigated the amounts of projected expense increases. Adjustments in solid waste service rates charged by the City were then calculated to meet the City's objectives, which included adequately recovering revenues to ensure the financial sufficiency of the solid waste enterprise fund for the coming four fiscal years and minimizing customer impacts resulting from rate adjustments. The Study was developed with input and feedback from City staff and the Municipal Utilities/Public Works Commission.

Findings

The primary findings from this Study are:

- Solid waste services provided by the City (including collection of refuse, recycling, and organics) are critical services and are required for health and safety as well as compliance with State laws.
- Solid waste service rates in the City have not been adjusted since October 2021, and have only been adjusted ten times in the last thirty years.
- The City's solid waste collection operations are well-managed and well-run, and with available cost-efficiency measures already being implemented where feasible.
- Reserve balances in the Solid Waste Fund are currently being used to keep solid waste services and operations whole, with revenues from solid waste service rates being less than necessary to cover the current and projected cost of providing service.
- Without adjustments to solid waste service rates, reserve in the Solid Waste Fund will be exhausted by the end of FY 2025-26. The City will not be able to continue providing current levels of solid waste service in FY 2026-27 without adjustments in rate revenues, cuts in operations, or funding from other sources such as the General Fund.

Recommended Rate Adjustments

R3 recommends adjustments to solid waste rates of 9% for each of the coming three years on January 1, 2025, 2026 and 2027 followed by a 4% adjustment on January 1, 2028.

Adjustments to solid waste rates will not recover more revenue than necessary to meet the City's costs of providing solid waste services. With these adjustments, the City will continue to fully fund services and programs including SB 1383, replace critical solid waste collection vehicles, and maintain a stable operating fund balance. Summaries of recommended rate adjustments are shown in tables and charts in Section 4 (Solid Waste Study) of this report, and with the complete set of rate tables included in **Attachment 1** (Recommended Solid Waste Rates FY 2024-25 through FY 2027-28). Current effective solid waste rates are also shown in **Attachment 1**.

2. BACKGROUND

Municipally Operated Solid Waste Services

The City's Facilities and Community Services Department provides critical solid waste and recycling, short-lived climate pollutant greenhouse gas (GHG) reduction, and community programs and services to residents and businesses in the City. The City is among the few public agencies that provides these services to residents and businesses as a municipal operation, from which the primary benefit is the City's direct control over programs, flexibility in provision of service, and high responsiveness to public needs. The City also owns and operates the California Street landfill that is for the sole use of the City.

Compliance with SB 1383

Services and programs provided by the City are critical to preserve public health and are also required to fulfill State mandates for the reduction of GHG emissions. Per SB 1383 (the Short-Lived Climate Pollutant Act of 2016) the City must implement a variety of programs and services to recover and recycle organic waste (such as food scraps, yard trimmings and paper) and thus reduce GHG emissions from landfills.

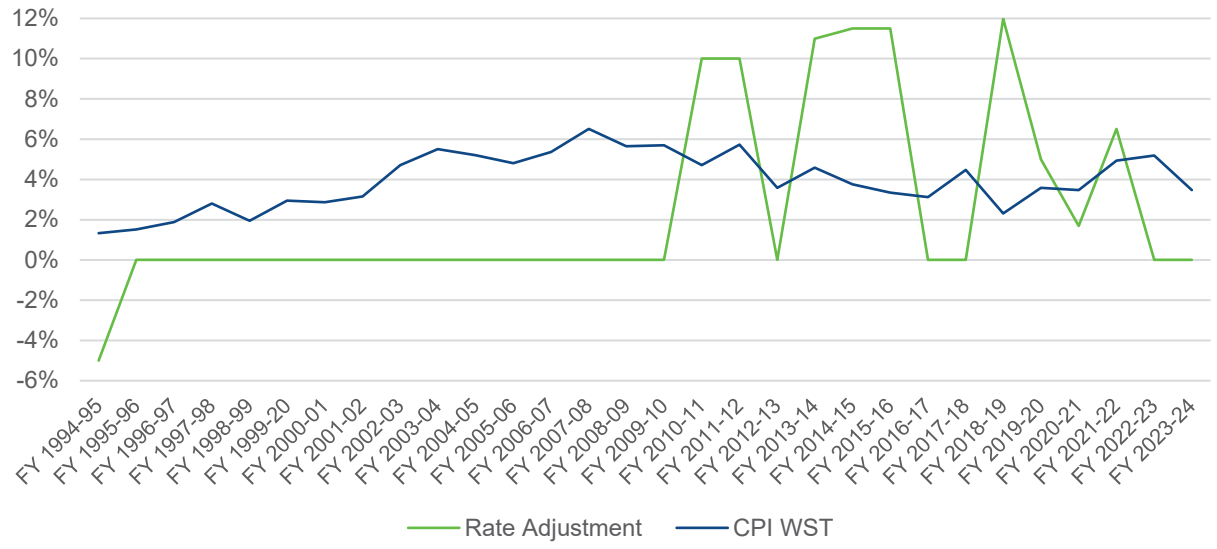
Solid Waste Fund

All revenues and expenses associated with the City's solid waste services are held in the Solid Waste Fund. 92% of the funding for solid waste services are from payment of solid waste charges to residents, businesses, multi-family dwellings, and other generators of solid waste for disposal, recycling and composting in the City. The remaining 8% funding is comprised of revenues for capital replacement, interdepartmental services, interfund loan repayments, grants, reimbursements, and recyclable sales.

Historical Adjustments to Solid Waste Rates

The City's solid waste program is a well-managed operation providing high levels of service to the community, controlling expenses, and maintaining emergency reserves at or above target levels. The City has historically adjusted rates an average of only 2.5% per year since FY 1994-95 – which is below average inflation. Solid waste service rates have not been adjusted since October 2021, and have only been adjusted ten times in the last thirty years. Chart 1, below, shows annual rate adjustments in the City by year compared to the Consumer Price Index (CPI) for Water, Sewer, and Trash (WST). The City's solid waste rate adjustments have experienced periodic spikes, partly due to not regularly adjusting solid waste rates on an annual schedule.

Chart 1: Historical Solid Waste Rate Adjustments by Year



3. SOLID WASTE FINANCIAL PLAN

Methodology & Objectives

In completing this Study, R3 evaluated and projected the City's solid waste service revenues at current rate, operating, capital and SB 1383 compliance expenses, as well Solid Waste Fund balance reserves over a ten-year financial planning period.

The primary objectives of this Study were to:

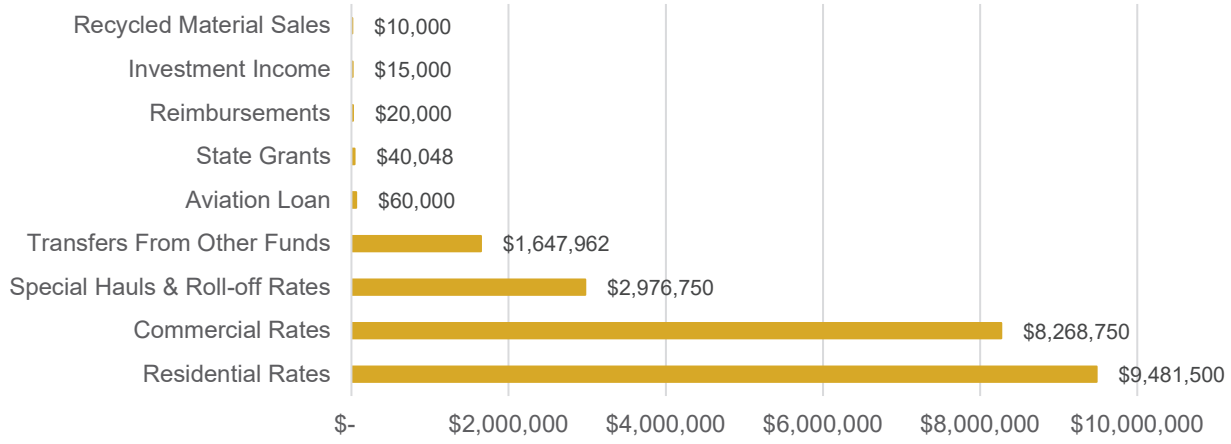
- Ensure financial stability in the Fund by generating revenues to cover costs, fund required capital replacement and projects (e.g., collection vehicles) and maintain healthy emergency reserves.
- Comply with state regulations including SB 1383 and CARB ZEV requirements.
- Minimize rate adjustment spikes to the maximum extent feasible.

This section of the Study report provides details regarding our findings related to each of these areas of analysis. A summary of the the-year solid waste financial plan for the Solid Waste Fund is included as **Attachment 2**.

Projected Revenues

92% ($20.7 million in FY 2023-24) of the revenues into the Solid Waste Fund are from the bi-monthly solid waste service rates charged to residents and businesses via the City's utility bills for solid waste and recycling collection, processing, recovery, and disposal services. The remaining revenues ($1.8 million in FY 2023-24) are generated from other sources, mainly from the Capital Reserve Fund as an interfund transfer for capital replacement, but also from the sale of recyclable material, repayment of interfund loans, and investment income. Chart 2, below, shows the amounts of revenues into the Solid Waste Service Fund at the current (as of October 2021) solid waste service rates.

Chart 2: Revenue Sources by Type and at Current Rates (FY 2023-24)



For the purposes of this Study, projected changes and adjustments in revenues focus exclusively on solid waste service rates and capital transfers from other funds. This is because the other revenue sources are de minimis and have not historically changed in appreciable ways and are thus presumed to remain flat. Moreover, this Study does not contemplate or forecast growth in the number of ratepayers paying for solid waste services. This is because growth in accounts cannot be reliably projected at this time and further because, with rates being set to cover the cost of providing services, it is understood that new rate revenues will cover the costs of new solid waste service expenses for new customers.

Overall, without Capital Reserve Funding and prior to recommended adjustments to solid waste rates, operating revenues into the City's Solid Waste Fund are projected at $20.87 million annually.

Projected Expenses

Inflationary Changes to Baseline Operating Expenses

The City's operating expenses (not including capital and interfund transfers) are projected to increase annually by an average of ~4.75% per year in the coming four years. Due to annual changes in capital replacement costs and interfund transfers, the total expenses in the Solid Waste Fund decrease slightly in some years compared to prior years, although operating expenses are projected to increase in all years. The following is a summary of the inflationary assumptions included in this Study for baseline operating expenses, which do not include new expense for capital replacement or compliance with SB 1383. **Attachment 3** shows projections for all expenses over the ten-year financial planning period.

- Labor costs (inclusive of salaries, wages, and benefits) increasing overall 5.0%, in keeping with projections based on labor agreements.
- Vehicle maintenance costs increasing by 4.0% per year.
- Supplies and materials increasing by 4.0% per year.
- Professional services, including recycling and organics processing, increasing by 6.0% per year.
- Other operating costs, such as taxes, fees, and utilities increasing by 4.5% per year.
- Other expenses, such as office supplies, increasing by 4.0% per year.
- Landfill costs increasing by 3.0% per year.
- No changes to interfund transfers are projected.

Table 1: Expense Inflation Factors

Expense Category	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Personnel Services	5.0%	5.0%	5.0%	5.0%
Maintenance	4.0%	4.0%	4.0%	4.0%
Professional Services	6.0%	6.0%	6.0%	6.0%
Supplies and Materials	4.0%	4.0%	4.0%	4.0%
Other Operating Costs	4.5%	4.5%	4.5%	4.5%
Other Expenses	4.0%	4.0%	4.0%	4.0%
Landfill Expenses	3.0%	3.0%	3.0%	3.0%
Interfund Transfers	0.0%	0.0%	0.0%	0.0%

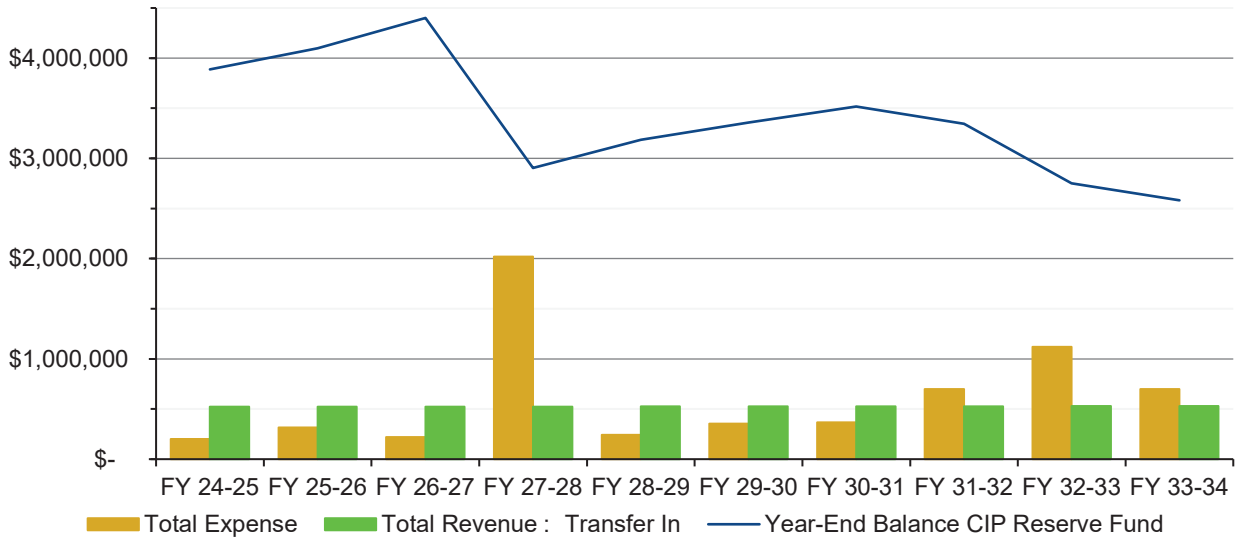
Vehicle Replacement & Landfill Capacity Capital Projects

The City's solid waste collection vehicle fleet is comprised of approximately 27 trucks, all of which are due for replacement on a normal seven- to ten-year replacement schedule during the term of Study time horizon. **Attachment 4** shows the recommended replacement schedule for each vehicle by year with estimated costs for each. For the purposes of this Study, it is assumed that payments for vehicle replacement will be made per the schedule in **Attachment 4**.

The City also projects the need to construct a new cell at the landfill to accommodate more capacity for refuse disposal in the coming years. Construction of the new landfill cell is pojected to cost $3.5 million, and take place over three years from FY 2025-26 through FY 2027-28. For the purposes of this Study, it is assumed that payment of construction costs will be one third of the total cost in each of three fiscal years.

The City maintains a Capital Reserve Fund which is funded by development impact fees in the amount of approximately $500,000 per year. Capital purchases to service new development, including portions of the new solid waste and the new landfill cell, are funded by the Capital Reserve Fund. For the pursposes of this Study, it is assumed that 20% of most capital purchases will be funded by the Capital Reserve Fund; three collection vehicles serving newly developed areas are projected to be fully funded by the Capital Reserve Fund. Chart 3, below (with details in **Attachment 5**) shows the projected revenues and expenses in the Capital Reserve Fund over the ten-year planning period, along with the projected fund balance. As shown, the Capital Reserve Fund will remain healthly over the planning, even with the projected funding contributions to vehicle replacement and construction of the new landfill cell.

Chart 3: Capital Reserve Fund Projection



New Expenses to Comply with SB 1383

SB 1383, or **Short-Lived Climate Pollutants: Organic Waste Methane Emissions Reductions**, establishes methane emissions reduction targets and grants CalRecycle the authority to pass regulations to achieve those targets. The law is an unfunded state mandate which passes responsibility for achieving the targets to local agencies. This new state law has the immediate goal of reducing organic waste sent to landfill and the ultimate objective of reaching statewide methane emissions reduction targets. Specifically, it sets a statewide goal for the reduction in organic waste to landfills – 50% by 2020 and 75% by 2025 – in addition to the recovery of 20% of edible food waste for human consumption.

SB 1383 requires local governments, including the City, to provide organics collection to all generators, and all generators to subscribe to organics collection service. It also has specific mandates for container systems, education, and outreach programs, monitoring and contamination reporting, and enforcement of regulations. CalRecycle has the discretionary authority to begin enforcement actions on jurisdictions and other entities for lack of compliance with SB 1383 starting on January 1, 2022. Civil penalties may begin accruing as of January 1, 2023.

R3 conducted an assessment of the City's current compliance status with respect to SB 1383, which found that while the City is compliant the fundamentals of the law, the City should fund and implement additional programs in order to achieve full compliance. Namely, the City needs to:

- Meet mandatory color and labelling requirements when replacing carts and containers.
- Procure recycled organic waste products as required.
- Implement contamination route audits.
- Fund edible food recovery programs.

- Provide management and oversight of these programs as well as the various SB 1383 reporting requirements to the State agency, CalRecycle.

R3 estimates that, altogether, these programs will require $480,750 in funding starting in FY 2024-25 (summary included in **Attachment 5**), and these new expenses are included in the solid waste financial plan details included in **Attachments 2 and 3**. In should be noted that these expenses are additional to SB 1383 operating expenses already embedded in Solid Waste Fund's baseline expenses, including new organics collection routes and increases in organics processing costs.

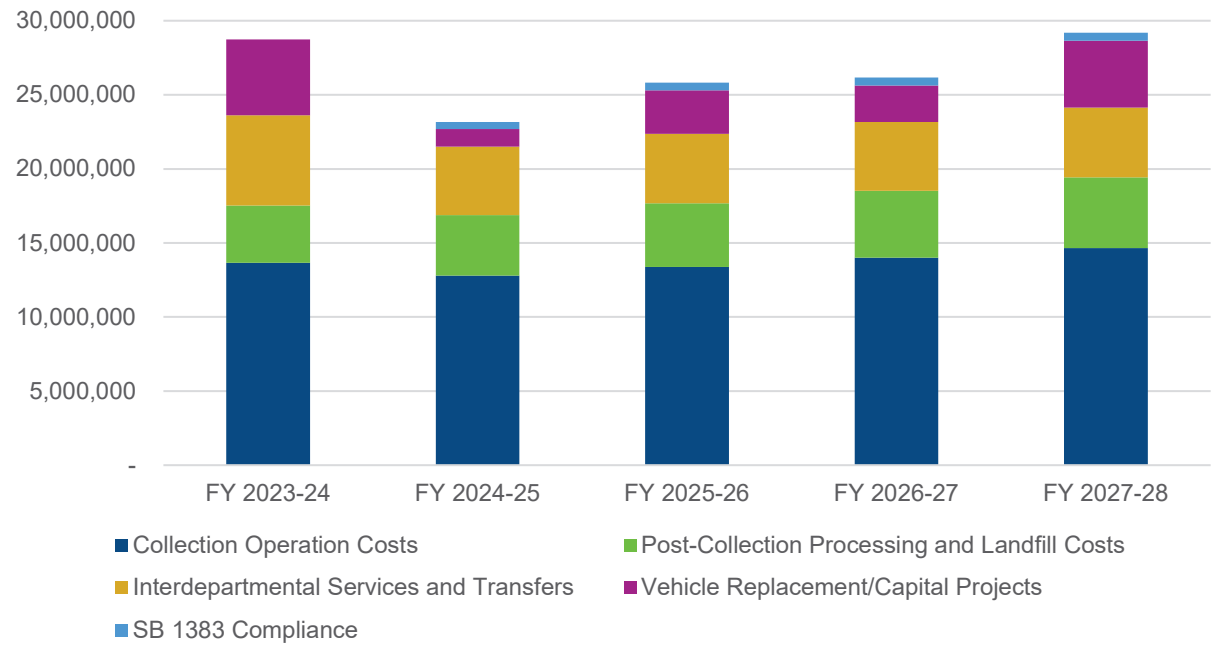
Overall Expense Projections

Taken altogether, annual projected expenses will exceed projections of revenues at current solid waste rates for all years in the ten-year financial forecast. For the next four fiscal years alone:

- Projected expenses in the Solid Waste Fund for FY 2024-25 are $23.17 million while projected revenues (including transfers in from the Capital Reserve Fund but prior to adjustments in solid waste service rates) are $21.03 million.
- Projected expenses in FY 2025-26 are $25.81 million while projected revenues at current rates are $21.38 million.
- Projected expenses in FY 2026-27 are $26.16 million while revenues at current rates are $21.29 million.
- Projected expenses in FY 2027-28 are $29.20 million while revenues at current rates are $23.09 million.

Projected expenses by year for the next four fiscal years are shown in **Chart 4**, below, and are compared to the current expenses for FY 2023-24. It should be noted that FY 2023-24 expenses include catch-up purchases of solid waste collection vehicles (which were deferred in prior fiscal years) as well as pay-down of debt service transfers, neither of which will continue in the coming years.

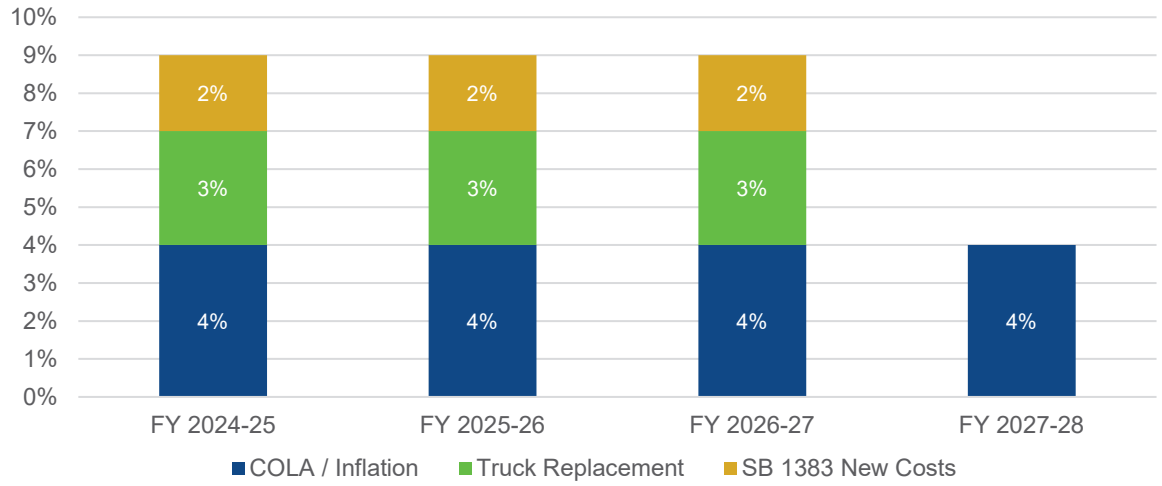
Chart 4: Summary of Current and Projected Expenses



Recommended Adjustments to Solid Waste Rates

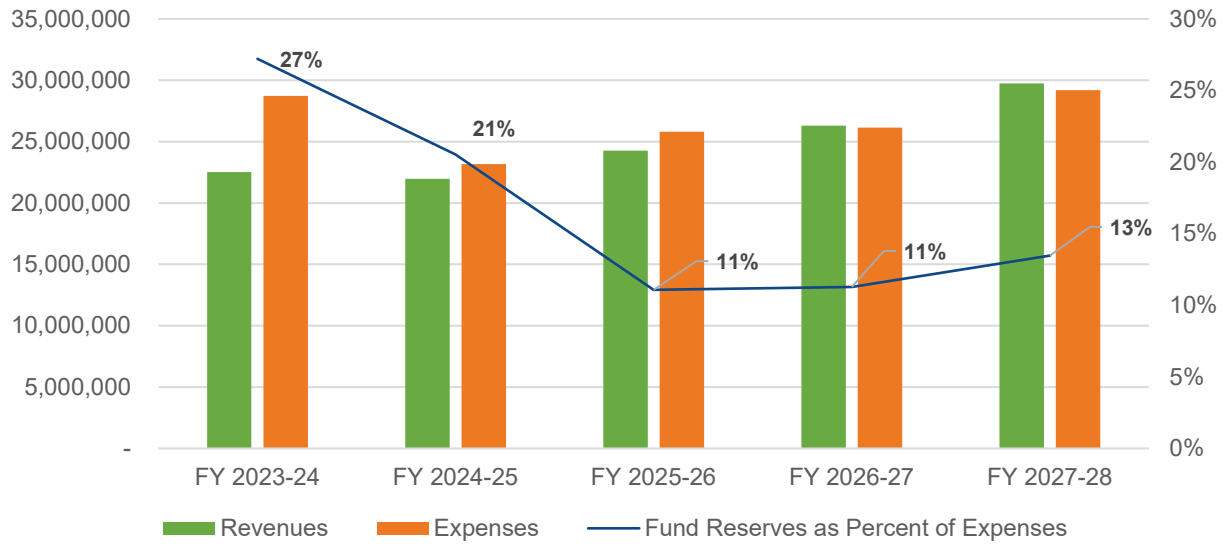
To meet operating expenses, fund vehicle replacements and capital projects, and comply with SB 1383, R3 recommends stepped-in solid waste rate adjustments over a four-year period. Recommended adjustments are: 9% each in FY 2024-25, FY 2025-26 and FY 2026-27 followed by a 4% adjustment in FY 2027-28, as shown in Chart 5, below.

Chart 5: Recommended Adjustments to Solid Waste Rates



Notably, these recommended adjustments avoid higher-than-necessary adjustments to solid waste service rates by continuing to supplement operational expense requirements via use of available balances in the Solid Waste Fund in FY 2024-25 and FY 2025-26, as shown in Chart 6, below.

Chart 6: Projections of Revenues, Expenses and Reserves by Year



While spending down available fund balance to phase-in rate adjustments is appropriate and advantageous, it is also important to maintain minimum reserve levels. It is strongly recommended that forecasted operating reserves not be below 10% in any given year. Although this Study recommends rate adjustments on a four-year schedule ending FY 2027-28 (instead of the maximum five-year schedule for rate adjustments under Proposition 218), should the City continue with a modest 2% adjustment in year five (5), the ending reserve balance is projected to be above 16% (two months of operating reserves).

The primary reason that the City should plan to achieve a 60-90-day operating reserve is because expense projections are conservative and do not contemplate higher long-term inflation. If inflation results in higher annual cost increases in the range of 5% to 6% per year (as was the case for many cost types during the pandemic) then actual costs could outpace Study projections, resulting in precipitously low fund reserves. To that end, planning to achieve a 60-90-day operating reserve serves as further rate stabilization and likely avoiding the need for additional rate adjustments above those already contemplated for the coming four years via the Study.

4. SOLID WASTE RATE STUDY

Methodology & Objectives

R3's original objective was to develop rate adjustment recommendations for up to five years in accordance with the maximum timeframe for rate adoption per Proposition 218. After analysis and discussion between staff, R3, and the Municipal Utilities/Public Works Commission, R3 recommends a four-year rate schedule through FY 2027-28 due to current projections becoming less certain in FY 2028-29. While it is projected that a minimal adjustment (~2%) in FY 2028-20 will be needed, it would be more beneficial to the City to revisit the Study a year early to be able to make a more certain determination on future rate adjustment needs. Therefore, it is recommended that the City complete an updated Solid Waste Financial Plan and Rate Study in FY 2027-28 with rate adjustment recommendations starting in FY 2028-29. Using the projections of revenues, expenses, and fund reserves, the Study yields recommended adjustments to single-family, multi-family and commercial rates effective January 1, 2025, through January 1, 2028 (see **Attachment 1**).

Proportionality in Cost-of-Service

R3 analyzed the proposed solid waste service rates for adequacy with respect to proportionate allocation of costs among solid waste service customers. R3 found that the City's current (and thus also proposed) solid waste rate structure proportionately allocates costs to service types and container sizes based on the relative differences in cost associated with the types of services provided to customers.

For example, for customers subscribing to 60- or 90-gallon cart solid waste service, the per-gallon cost-of-service for those subscribed to the larger container size (90-gallons) is proportionately less than those subscribed to the smaller container size (60-gallons). This is because solid waste service is comprised of both fixed and variable costs, with the fixed cost portion being for the cost of collection (labor, fuel, capital equipment, and other shared costs) as well as the costs related to post-collection disposal, processing, recycling and composting. Thus, the cost-of-service for the larger container size (90-gallons) has a lesser proportion of fixed costs to variable costs compared to the smaller (60-gallon) container size. This is demonstrated in Chart 7, below, which shows the proposed 60-gallon and 90-gallon bi-monthly service rate per gallon for residential, commercial, and multi-family customers.

Chart 7: Proposed Bi-Monthly Service Charge Per Gallon for Cart Customers

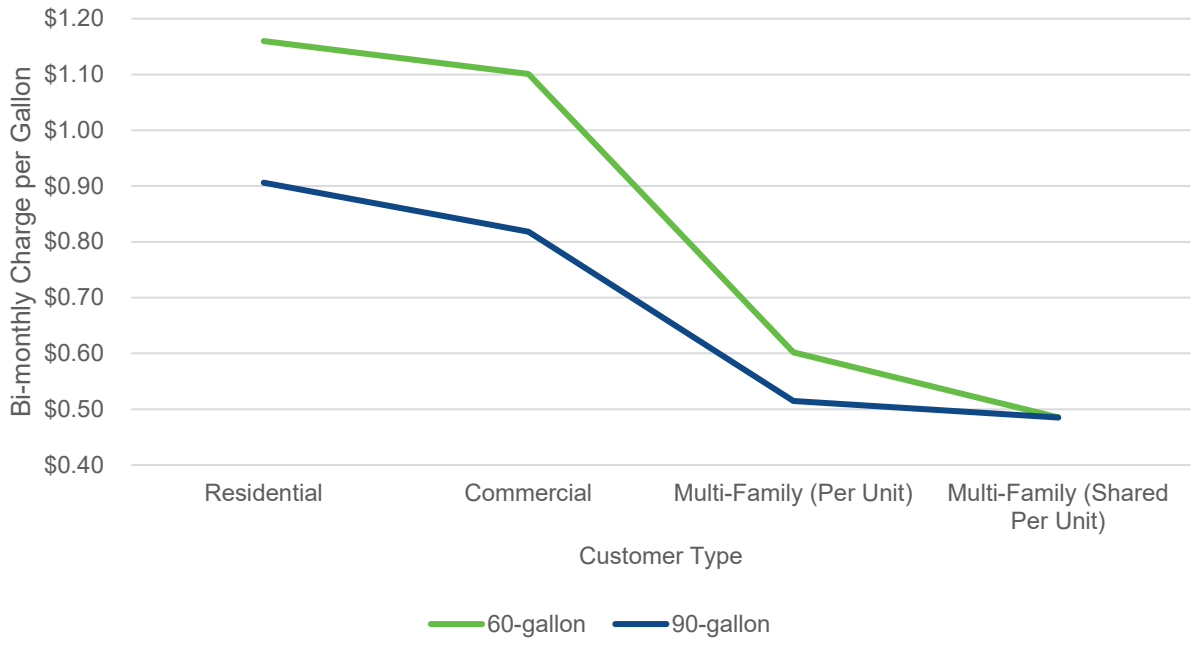
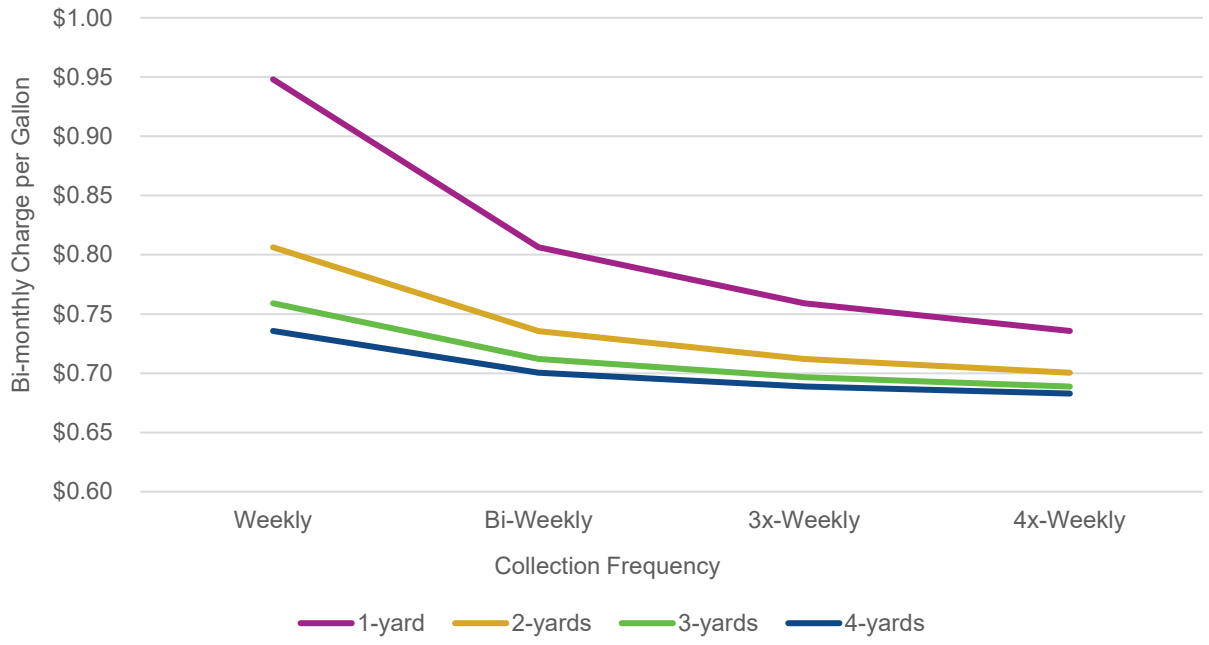


Chart 7 also demonstrates cost-of-service proportionality between customer classes (residential, commercial, and multi-family). For example, residential per-gallon costs-of-service for both 60-gallon and 90-gallon solid waste service levels are slightly higher than the equivalent commercial costs-of-service, which are in turn slightly higher than the equivalent (and per living unit) multi-family costs-of-service, which is appropriate and proportionate. This is because residential customers receive more services and benefits as part of their bi-monthly rate package (e.g. free bulky item waste collection, to name one example) that aren't offered to commercial or multi-family customers. Additionally, residential solid waste collection services are slightly less efficient than commercial or multi-family solid waste services, in that the truck and driver must move between each and every point of collection (over hundreds of points of collection) whereas for commercial and multi-family solid waste services, several to many containers are often serviced at one time.

In the case of multi-family per unit (and shared unit), the costs-of-service are more cost-effective because many units are collected at one time, at the highest overall comparable cost-effectiveness per point of collection compared to residential and commercial costs-of-service. Finally, the customer service needs of residential customers are proportionately higher than commercial and multi-family customers, for the simple reason than there is typically around one refuse collection container per residential customer account, while there are typically more than one refuse collection container per commercial and multi-family account – meaning that residential customer service needs are proportionately greater than the equivalent commercial and multi-family customer service needs.

Proportionality in cost-of-service is also demonstrated at the larger "bulk" solid waste subscription levels, which are collected in large bins measured in cubic yards and which can be collected more frequently than once per week. As with the per-gallon costs-of-service for refuse collected in cart containers (and for the same reasons) the per-gallon cost-of-service for those subscribed to the larger container sizes (and higher collection frequencies) is proportionately less than those subscribed to the smaller container sizes (and lower collection frequencies. This is demonstrated in Chart 8, below, which shows the proposed bi-monthly service rate per gallon for bulk refuse collected in cubic yard bins (which are available to commercial and multi-family customers).

Chart 8: Proposed Bi-Monthly Service Charge Per Gallon for Bin Customers



As shown in Table 8, the per gallon costs-of-service for 1-yard refuse service are proportionately higher than the respective costs-of-service for the progressively larger 2-, 3-, and 4-cubic yard bin containers.

Likewise, the per gallon costs-of-service for less frequent collection (i.e., once weekly) are proportionately higher than the costs-of-service for more frequent collection. It should be noted that other larger size bins and more frequent collection frequencies are also offered by the City, with the costs-of-service following the same pattern as shown in Table 8; costs-of-service for those containers are not shown simply for ease of presentation. Here again, the costs-of-service for these refuse container sizes and collection frequencies are fair and proportionate in that they take into account the fixed and variable costs associated with the solid waste services provided. Additionally, the per gallon costs of service for bin customers are proportionately less than the per gallon costs of service for most cart customers, with the reason being higher levels of collection efficiency for waste collection in larger bulk containers compared to smaller cart containers.

Overall, and given the analysis expressed above, we find that the City's solid waste rate structure – and the proposed solid waste services rates – fairly and proportionately allocate the costs-of-service between service levels and customer types. The per-gallon costs-of-service are higher for those customers with a greater proportion of fixed to variable costs and higher levels of other services provided, and lower for those customers with a less proportion of fixed to variable costs and lower levels of other services provided. Finally, in comparison to some other communities served by private operators, where it is commonplace for excess revenues generated by commercial and multi-family customers to offset single-family rates, it is evident via comparison that the City's solid waste rates do not include an inter-sector cross-subsidy.

Recommended Rate Adjustments

Bi-monthly Single-Family Rates

The City's single-family rates are based on refuse container size (60-gallon and 90-gallon refuse carts) but cover the cost of all service provided to single-family customers. The "bundled" service package includes weekly collection of refuse, recycling, and organics, as well as bulky item pickups, and access to periodic recycling events and other City services. The tables and chart below, and on the following page, show the recommended single-family 60-gallon and 90-gallon bi-monthly rates.

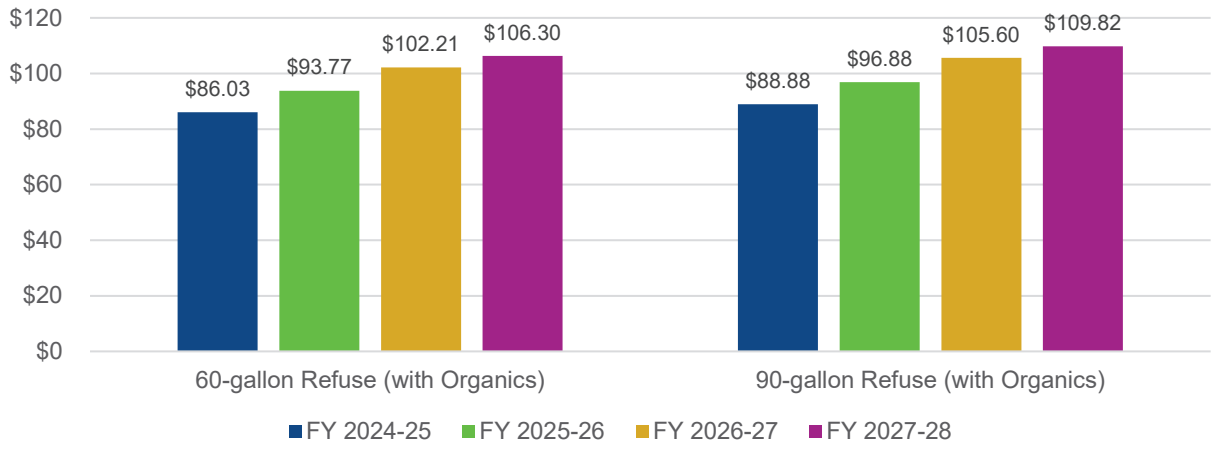
Table 2: Recommended Single-Family 60-Gal Bi-Monthly Refuse Rates

Current FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$78.93	$86.03	$93.77	$102.21	$106.30

Table 3: Recommended Single-Family 90-Gal Bi-Monthly Refuse Rates

Current FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$81.54	$88.88	$96.88	$105.60	$109.82

Chart 9: Recommended Single-Family Bi-Monthly Refuse Rates



The tables and chart below show the incremental adjustment in the bi-monthly rates.

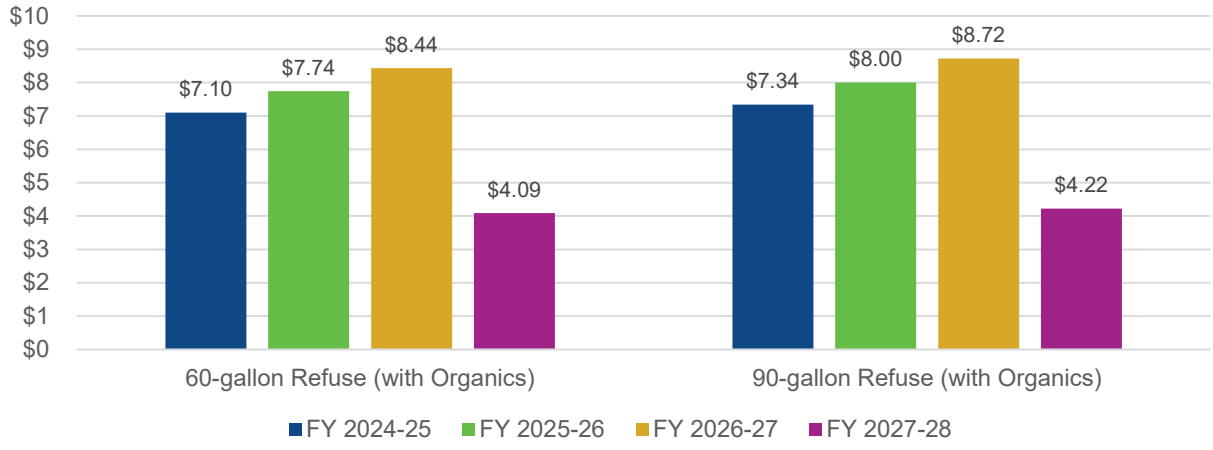
Table 4: Annual Change in Single-Family 60-Gal Bi-Monthly Refuse Rates

FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$7.10	$7.74	$8.44	$4.09

Table 5: Annual Change in Single-Family 90-Gal Bi-Monthly Refuse Rates

FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$7.34	$8.00	$8.72	$4.22

Chart 10: Annual Change in Single-Family Bi-Monthly Refuse Rates



Bi-Monthly Multi-Family & Commercial Refuse Cart Rates

Like single-family rates, the City's multi-family & commercial refuse cart rates are based on refuse container size and cover the cost providing collection of refuse, recycling, and organics. Customers can choose from a variety of subscription levels and sizes, as shown in Attachment 1.The tables and chart below show examples of common multi-family subscription types (60- and 90-gallon of refuse per unit) and commercial subscription types (one cart collected once per week).

Table 6: Recommended Multi-Family 60-Gal Bi-Monthly Refuse Cart Rates (per unit)

Current FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$36.11	$39.36	$42.90	$46.76	$48.63

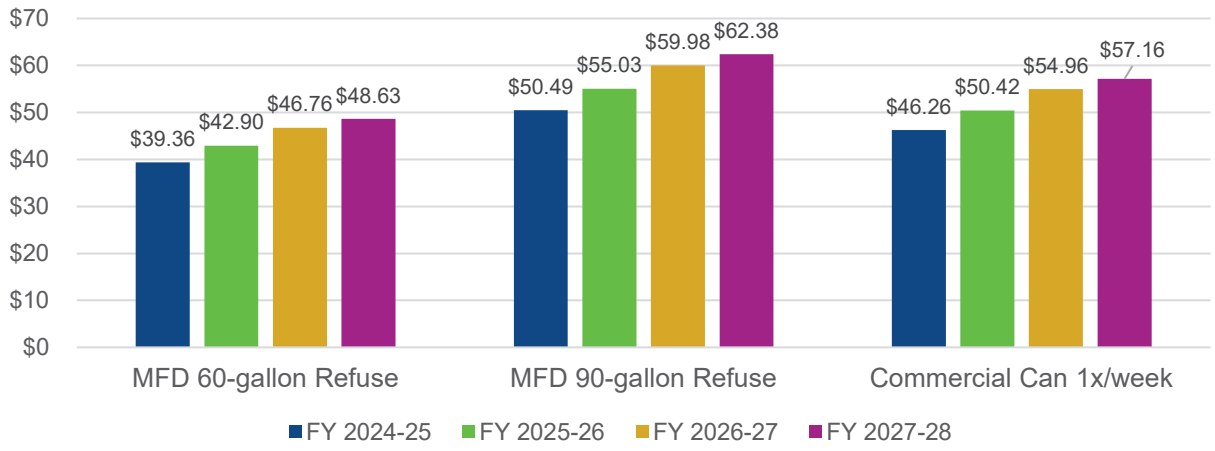
Table 7: Recommended Multi-Family 90-Gal Bundled Bi-Monthly Refuse Cart Rates (per unit)

Current FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$46.32	$50.49	$55.03	$59.98	$62.38

Table 8: Recommended Commercial Bi-Monthly Refuse Cart Rates (per unit)

Current FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$42.44	$46.26	$50.42	$54.96	$57.16

Chart 11: Recommended Multi-Family & Commercial Bi-Monthly Refuse Cart Rates (per unit)



The tables and chart below and on the following page show the bi-monthly adjustment in the rates.

Table 9: Annual Change in Multi-Family 60-Gal Bundled Bi-Monthly Refuse Cart Rates (per unit)

FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$3.25	$3.54	$3.86	$1.87

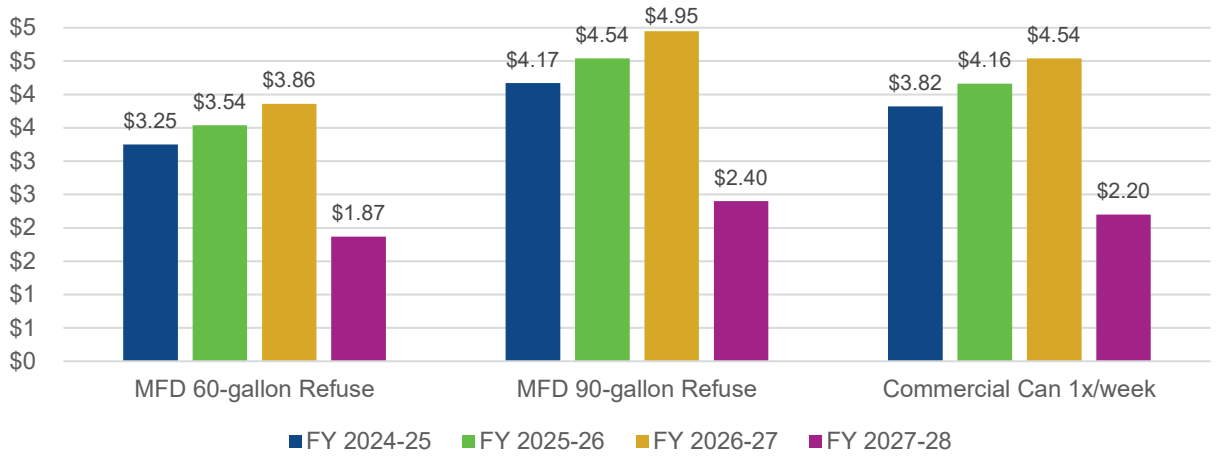
Table 10: Annual Change in Multi-Family 90-Gal Bundled Bi-Monthly Refuse Cart Rates (per unit)

FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$4.17	$4.54	$4.95	$2.40

Table 11: Annual Change in Commercial Cart Bi-Monthly Refuse Cart Rates (per unit)

FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$3.82	$4.16	$4.54	$2.20

Chart 12: Annual Change in Multi-Family & Commercial Bi-Monthly Refuse Cart Rates (per unit)



Bi-Monthly Multi-Family & Commercial Refuse Bin Rates

The City's multi-family & commercial bin rates are based on refuse container size. Like multi-family and commercial cart ratepayers, bin container ratepayers can choose from a variety of subscription levels and sizes, as shown in Attachment 1. The tables and chart below and on the following page show examples of common bin subscription types.

Table 12: Recommended Multi-Family & Commercial 1-CY 1x Weekly Bi-Monthly Refuse Bin Rates

Current FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$191.47	$208.70	$227.48	$247.95	$257.87

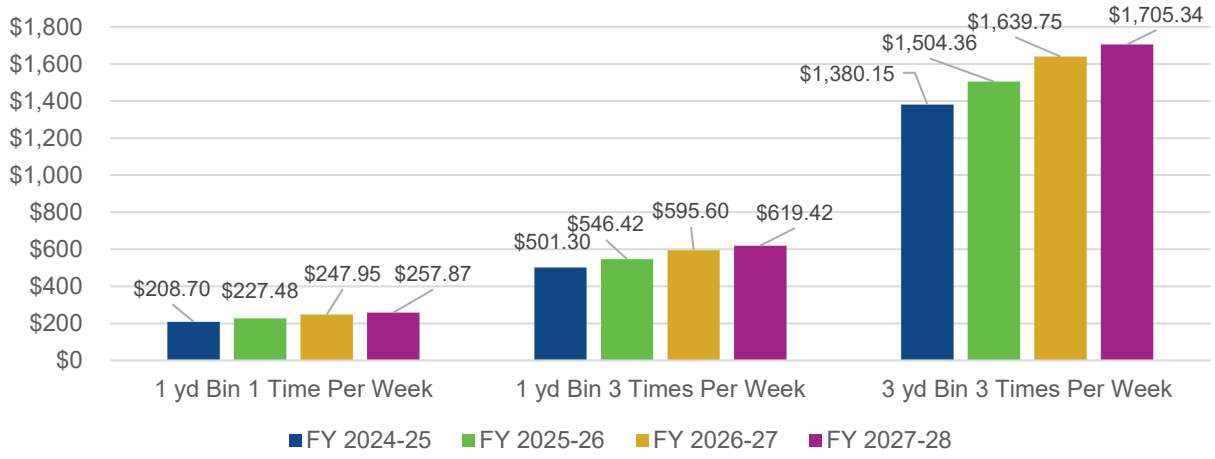
Table 13: Recommended Multi-Family & Commercial 1-CY 3x Weekly Bi-Monthly Refuse Bin Rates

Current FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$459.91	$501.30	$546.42	$595.60	$619.42

Table 14: Recommended Multi-Family & Commercial 3-CY 3x Weekly Bi-Monthly Refuse Bin Rates

Current FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$1,266.19	$1,380.15	$1,504.36	$1,639.75	$1,705.34

Chart 13: Recommended Multi-Family & Commercial Bi-Monthly Refuse Bin Rates



The tables and chart below and on the following page show the bi-monthly adjustment in the rates.

Table 15: Annual Change in 1-CY 1x Weekly Bi-Monthly Refuse Bin Rates

FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$17.23	$18.78	$20.47	$9.92

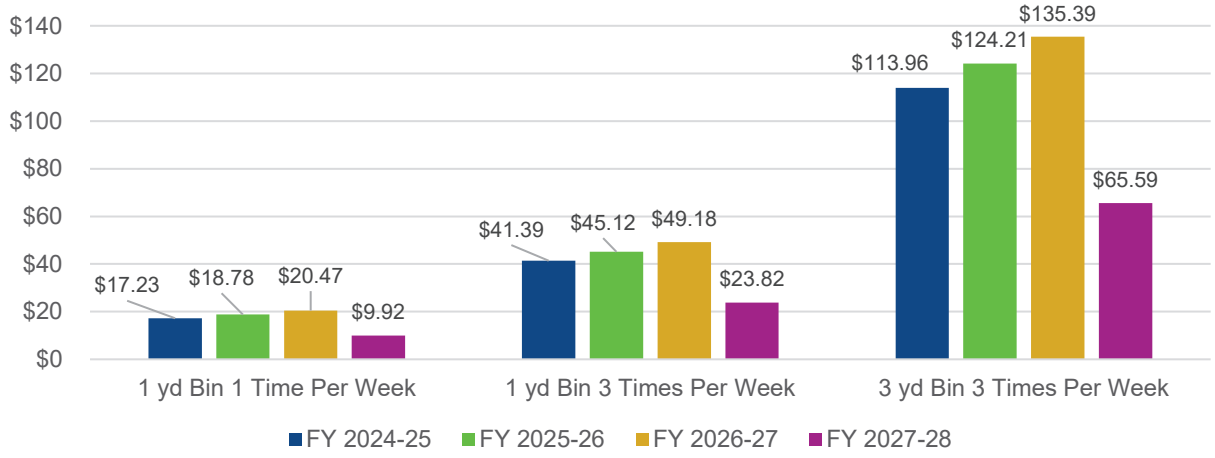
Table 16: Annual Change in 1-CY 3x Weekly Bi-Monthly Refuse Bin Rates

FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$41.39	$45.12	$49.18	$23.82

Table 17: Annual Change in 3-CY 3x Weekly Bi-Monthly Refuse Bin Rates

FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
$113.96	$124.21	$135.39	$65.59

Chart 14: Annual Change in Multi-Family & Commercial Bi-Monthly Refuse Bin Rates



Attachment 1
City of Redlands Solid Waste Service Rates

Automated And Pull-Down Service Bi-Monthly Rates	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 extra 60 gallon refuse	$26.72	$29.12	$31.74	$34.60	$35.98
1 extra 60 gallon greenwaste[1]	$26.72	$29.12	$31.74	$34.60	$35.98
1 extra 90 gallon refuse	$33.85	$36.90	$40.22	$43.84	$45.59
1 extra 90 gallon greenwaste[1]	$33.85	$36.90	$40.22	$43.84	$45.59
2 60-gallon refuse	$105.65	$115.16	$125.52	$136.82	$142.29
1 90-gallon refuse	$81.54	$88.88	$96.88	$105.60	$109.82
1 60-gallon refuse	$78.93	$86.03	$93.77	$102.21	$106.30
1 60-gallon refuse and 1-90-gallon refuse	$108.26	$118.00	$128.62	$140.20	$145.81
1 60-gallon refuse commercial	$66.05	$71.99	$78.47	$85.53	$88.95
1 90-gallon refuse commercial	$73.65	$80.28	$87.51	$95.39	$99.21
2 90-gallon refuse commercial	$107.50	$117.18	$127.73	$139.23	$144.80
Pull down service 1-90 RF	$137.36	$149.72	$163.19	$177.88	$185.00
Pull down service 1-60 RF	$134.75	$146.88	$160.10	$174.51	$181.49
1 90-gallon refuse shared by 2 units - multi-family	$43.66	$47.59	$51.87	$56.54	$58.80
1 60-gallon refuse for each unit - multi- family	$36.11	$39.36	$42.90	$46.76	$48.63
1 90-gallon refuse for each unit - multi- family	$46.32	$50.49	$55.03	$59.98	$62.38
1 60-gallon refuse shared by 2 units - multi-family	$29.12	$31.74	$34.60	$37.71	$39.22
HHW	$1.00	$1.00	$1.00	$1.00	$1.00
Note: 1. Charge for 4 or more GW carts.					

Attachment 1
City of Redlands Solid Waste Service Rates

Commercial Bin Bi-Monthly Rates	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 yard bin serviced:					
1-times per week	$191.47	$208.70	$227.48	$247.95	$257.87
2-times per week	$325.69	$355.00	$386.95	$421.78	$438.65
3-times per week	$459.91	$501.30	$546.42	$595.60	$619.42
4-times per week	$594.36	$647.85	$706.16	$769.71	$800.50
5-times per week	$728.81	$794.40	$865.90	$943.83	$981.58
6-times per week	$863.03	$940.70	$1,025.36	$1,117.64	$1,162.35
2 yard bin serviced:					
1-times per week	$325.69	$355.00	$386.95	$421.78	$438.65
2-times per week	$594.36	$647.85	$706.16	$769.71	$800.50
3-times per week	$863.03	$940.70	$1,025.36	$1,117.64	$1,162.35
4-times per week	$1,131.74	$1,233.60	$1,344.62	$1,465.64	$1,524.27
5-times per week	$1,400.41	$1,526.45	$1,663.83	$1,813.57	$1,886.11
6-times per week	$1,669.36	$1,819.60	$1,983.36	$2,161.86	$2,248.33
3 yard bin serviced:					
1-times per week	$459.92	$501.31	$546.43	$595.61	$619.43
2-times per week	$863.03	$940.70	$1,025.36	$1,117.64	$1,162.35
3-times per week	$1,266.19	$1,380.15	$1,504.36	$1,639.75	$1,705.34
4-times per week	$1,669.36	$1,819.60	$1,983.36	$2,161.86	$2,248.33
5-times per week	$2,072.25	$2,258.75	$2,462.04	$2,683.62	$2,790.96
6-times per week	$2,475.40	$2,698.19	$2,941.03	$3,205.72	$3,333.95
4 yard bin serviced:					
1-times per week	$594.36	$647.85	$706.16	$769.71	$800.50
2-times per week	$1,131.74	$1,233.60	$1,344.62	$1,465.64	$1,524.27
3-times per week	$1,669.36	$1,819.60	$1,983.36	$2,161.86	$2,248.33
4-times per week	$2,206.70	$2,405.30	$2,621.78	$2,857.74	$2,972.05
5-times per week	$2,744.08	$2,991.05	$3,260.24	$3,553.66	$3,695.81
6-times per week	$3,281.46	$3,576.79	$3,898.70	$4,249.58	$4,419.56
5 yard bin serviced:					
1-times per week	$699.10	$762.02	$830.60	$905.35	$941.56
2-times per week	$1,400.41	$1,526.45	$1,663.83	$1,813.57	$1,886.11
3-times per week	$2,043.57	$2,227.49	$2,427.96	$2,646.48	$2,752.34
4-times per week	$2,744.08	$2,991.05	$3,260.24	$3,553.66	$3,695.81
5-times per week	$3,415.56	$3,722.96	$4,058.03	$4,423.25	$4,600.18

Attachment 1
City of Redlands Solid Waste Service Rates

6-times per week	$4,087.27	$4,455.12	$4,856.08	$5,293.13	$5,504.86
6 yard bin serviced:					
1-times per week	$820.34	$894.17	$974.65	$1,062.37	$1,104.86
2-times per week	$1,640.68	$1,788.34	$1,949.29	$2,124.73	$2,209.72
3-times per week	$2,461.02	$2,682.51	$2,923.94	$3,187.09	$3,314.57
4-times per week	$3,281.46	$3,576.79	$3,898.70	$4,249.58	$4,419.56
5-times per week	$4,101.70	$4,470.85	$4,873.23	$5,311.82	$5,524.29
6-times per week	$4,922.04	$5,365.02	$5,847.87	$6,374.18	$6,629.15

Attachment 1
City of Redlands Solid Waste Service Rates

Commercial Compacted Bin Bi-Monthly Rates	CURRENT Effective 10/1/2020	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 1/2 yard compacted bin 4 times per week	$1,215.40	$1,324.79	$1,444.02	$1,573.98	$1,636.94
2 yard compacted bin serviced:					
1-time per week	$405.28	$441.76	$481.52	$524.86	$545.85
2-times per week	$810.55	$883.50	$963.02	$1,049.69	$1,091.68
3-times per week	$1,215.83	$1,325.25	$1,444.52	$1,574.53	$1,637.51
4-times per week	$1,621.17	$1,767.08	$1,926.12	$2,099.47	$2,183.45
5-times per week	$2,026.46	$2,208.84	$2,407.64	$2,624.33	$2,729.30
3 yard compacted bin serviced:					
1-time per week	$607.68	$662.37	$721.98	$786.96	$818.44
2-times per week	$1,215.41	$1,324.80	$1,444.03	$1,573.99	$1,636.95
3-times per week	$1,823.08	$1,987.16	$2,166.00	$2,360.94	$2,455.38
4-times per week	$2,430.80	$2,649.57	$2,888.03	$3,147.95	$3,273.87
5-times per week	$3,038.40	$3,311.86	$3,609.93	$3,934.82	$4,092.21
4 yard compacted bin serviced:					
1-time per week	$810.58	$883.53	$963.05	$1,049.72	$1,091.71
2-times per week	$1,621.17	$1,767.08	$1,926.12	$2,099.47	$2,183.45
3-times per week	$2,430.80	$2,649.57	$2,888.03	$3,147.95	$3,273.87
4-times per week	$3,242.33	$3,534.14	$3,852.21	$4,198.91	$4,366.87
5-times per week	$4,052.78	$4,417.53	$4,815.11	$5,248.47	$5,458.41

Attachment 1
City of Redlands Solid Waste Service Rates

Commercial Can Bi-Monthly Rates	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 can serviced:					
1-time per week	$42.44	$46.26	$50.42	$54.96	$57.16
2-times per week	$84.88	$92.52	$100.85	$109.93	$114.33
2 cans serviced:					
1-time per week	$84.88	$92.52	$100.85	$109.93	$114.33
2-times per week	$169.77	$185.05	$201.70	$219.85	$228.64
3-times per week	$254.64	$277.56	$302.54	$329.77	$342.96
3 cans serviced:					
1-time per week	$127.32	$138.78	$151.27	$164.88	$171.48
2-times per week	$254.64	$277.56	$302.54	$329.77	$342.96
5-times per week	$636.61	$693.90	$756.35	$824.42	$857.40
6-times per week	$763.92	$832.67	$907.61	$989.29	$1,028.86
4 cans serviced:					
2-times per week	$339.52	$370.08	$403.39	$439.70	$457.29
5-times per week	$848.81	$925.20	$1,008.47	$1,099.23	$1,143.20
5 cans serviced 2 times per week	$424.40	$462.60	$504.23	$549.61	$571.59
6 cans serviced:					
2-times per week	$509.29	$555.13	$605.09	$659.55	$685.93
3-times per week	$763.92	$832.67	$907.61	$989.29	$1,028.86
5-times per week	$1,273.21	$1,387.80	$1,512.70	$1,648.84	$1,714.79
6-times per week	$1,527.85	$1,665.36	$1,815.24	$1,978.61	$2,057.75
7 cans serviced 2 times per week	$594.17	$647.65	$705.94	$769.47	$800.25
11 cans serviced 2 times per week	$933.69	$1,017.72	$1,109.31	$1,209.15	$1,257.52
18 cans serviced 2 times per week	$1,527.85	$1,665.36	$1,815.24	$1,978.61	$2,057.75
22 cans serviced 2 times per week	$1,867.20	$2,035.25	$2,218.42	$2,418.08	$2,514.80
39 cans serviced 2 times per week	$3,310.35	$3,608.28	$3,933.03	$4,287.00	$4,458.48

Attachment 1
City of Redlands Solid Waste Service Rates

Organic Food Waste Bi-Monthly Rates	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
1 32-gallon can serviced:					
1-time per week	$169.83	$185.11	$201.77	$219.93	$228.73
2-times per week	$339.66	$370.23	$403.55	$439.87	$457.46
3-times per week	$508.14	$553.87	$603.72	$658.05	$684.37
1 64-gallon can serviced:					
1-time per week	$197.01	$214.74	$234.07	$255.14	$265.35
2-times per week	$394.01	$429.47	$468.12	$510.25	$530.66
3-times per week	$591.01	$644.20	$702.18	$765.38	$796.00
5-times per week	$788.09	$859.02	$936.33	$1,020.60	$1,061.42
4-times per week	$985.01	$1,073.66	$1,170.29	$1,275.62	$1,326.64
1 96-gallon can serviced:					
1-time per week	$252.71	$275.45	$300.24	$327.26	$340.35
2-times per week	$504.06	$549.43	$598.88	$652.78	$678.89
3-times per week	$756.77	$824.88	$899.12	$980.04	$1,019.24
1 yard bin serviced:					
1-time per week	$404.88	$441.32	$481.04	$524.33	$545.30
2-times per week	$809.75	$882.63	$962.07	$1,048.66	$1,090.61
3-times per week	$1,214.63	$1,323.95	$1,443.11	$1,572.99	$1,635.91
2 yard bin serviced:					
1-time per week	$748.61	$815.98	$889.42	$969.47	$1,008.25
2-times per week	$1,495.87	$1,630.50	$1,777.25	$1,937.20	$2,014.69
3-times per week	$2,244.49	$2,446.49	$2,666.67	$2,906.67	$3,022.94
3 yard bin serviced:					
1-time per week	$1,078.76	$1,175.85	$1,281.68	$1,397.03	$1,452.91
2-times per week	$2,157.53	$2,351.71	$2,563.36	$2,794.06	$2,905.82
3-times per week	$3,236.30	$3,527.57	$3,845.05	$4,191.10	$4,358.74

Attachment 1
City of Redlands Solid Waste Service Rates

Roll-Off Debris Boxes	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
Greenwaste:					
10 Cubic Yard	$298.01	$324.83	$354.07	$385.93	$401.37
15 Cubic Yard	$357.61	$389.79	$424.88	$463.12	$481.64
20 Cubic Yard	$417.21	$454.76	$495.69	$540.30	$561.91
30 Cubic Yard	$536.42	$584.70	$637.32	$694.68	$722.47
40 Cubic Yard	$655.61	$714.61	$778.93	$849.03	$883.00
Refuse:					
10 Cubic Yard	$333.77	$363.81	$396.55	$432.24	$449.53
15 Cubic Yard	$411.25	$448.26	$488.61	$532.58	$553.88
20 Cubic Yard	$488.73	$532.72	$580.66	$632.92	$658.24
30 Cubic Yard	$643.70	$701.63	$764.78	$833.61	$866.95
40 Cubic Yard	$798.66	$870.54	$948.89	$1,034.29	$1,075.66
Construction/demolition:					
10 Cubic Yard	$387.42	$422.29	$460.29	$501.72	$521.79
15 Cubic Yard	$491.72	$535.97	$584.21	$636.79	$662.26
20 Cubic Yard	$596.01	$649.65	$708.12	$771.85	$802.72
30 Cubic Yard	$804.62	$877.04	$955.97	$1,042.01	$1,083.69
40 Cubic Yard	$1,013.22	$1,104.41	$1,203.81	$1,312.15	$1,364.64
Roll-off per ton overage fee (loads greater than 8 tons)	95.53	$104.13	$113.50	$123.71	$128.66

Attachment 1
City of Redlands Solid Waste Service Rates

Roll-Off Compactor Boxes	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
10 cubic yard	$412.44	$449.56	$490.02	$534.12	$555.49
15 cubic yard	$529.25	$576.88	$628.80	$685.39	$712.81
20 cubic yard	$646.05	$704.19	$767.57	$836.65	$870.12
24 cubic yard	$739.51	$806.07	$878.61	$957.69	$995.99
25 cubic yard	$762.87	$831.53	$906.37	$987.94	$1,027.46
27 cubic yard	$809.60	$882.46	$961.89	$1,048.46	$1,090.39
30 cubic yard	$879.69	$958.86	$1,045.16	$1,139.22	$1,184.79
34 cubic yard	$973.22	$1,060.81	$1,156.28	$1,260.35	$1,310.76
35 cubic yard	$996.51	$1,086.20	$1,183.95	$1,290.51	$1,342.13
37 cubic yard	$1,043.23	$1,137.12	$1,239.46	$1,351.01	$1,405.05
40 cubic yard	$1,113.31	$1,213.51	$1,322.72	$1,441.77	$1,499.44
Roll-off per ton overage fee (loads greater than 8 tons)	$95.53	$104.13	$113.50	$123.71	$128.66

Attachment 1
City of Redlands Solid Waste Service Rates

Miscellaneous Fees (Per Occurrence)	CURRENT Effective 10/1/2021	Proposed Effective 1/1/2025	Proposed Effective 1/1/2026	Proposed Effective 1/1/2027	Proposed Effective 1/1/2028
Bagged items	$2.17	$2.37	$2.58	$2.81	$2.92
Bulky item pick-up for single item	$47.68	$51.97	$56.65	$61.75	$64.22
Bulky item pick-up for each additional item	$23.84	$25.99	$28.32	$30.87	$32.11
Steam clean bin (per bin, any size)	$135.89	$148.12	$161.45	$175.98	$183.02
Tires in cart, bin or roll-off (per tire)	$11.92	$12.99	$14.16	$15.44	$16.05
Additional roll-off trip charge	$178.77	$194.86	$212.40	$231.51	$240.77
Roll-off box daily rate (after initial 7 days)	$53.66	$58.49	$63.75	$69.49	$72.27
Contamination of greenwaste roll-off box (in addition to charge for corresponding solid waste roll-off box)	$59.60	$64.96	$70.81	$77.18	$80.27
Extra pick-up one 60- or 90-gallon automated cart (collection day)	$7.74	$8.44	$9.20	$10.02	$10.42
Extra pick-up two 60- or 90-gallon automated cart (collection day)	$15.51	$16.91	$18.43	$20.09	$20.89
Extra pick-up one 60- or 90-gallon automated cart (non-collection day)	$34.44	$37.54	$40.92	$44.60	$46.38
Extra pick-up two 60- or 90-gallon automated cart (non-collection day)	$42.21	$46.01	$50.15	$54.66	$56.85
Extra pick-up commercial bin per cubic yard (collection day)	$15.51	$16.91	$18.43	$20.09	$20.89
Extra pick-up commercial bin per cubic yard (non-collection day)	$51.27	$55.88	$60.91	$66.40	$69.05
Extra pick-up commercial compacted bin per cubic yard (collection day)	$23.36	$25.46	$27.75	$30.25	$31.46
Extra pick-up commercial compacted bin per cubic yard (non-collection day)	$59.13	$64.45	$70.25	$76.58	$79.64

ATTACHMENT 2

CITY OF REDLANDS
SOLID WASTE FINANCIAL PLAN

SOLID WASTE SERVICE FUND (511)

		BUDGET	PROJECTIONS									
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34
	Starting Fund Balance $	**10,981,141**	**4,770,962**	**3,562,557**	**2,014,041**	**2,149,961**	**2,688,611**	**4,162,555**	**5,340,992**	**6,155,228**	**5,306,104**	**2,417,184**
Revenues	Residential Rate Revenue	9,481,500	9,908,168	10,799,903	11,771,894	12,524,394	12,897,670	13,155,623	13,418,736	13,687,110	13,960,853	14,240,070
	Non-Residential Rate Revenue	8,268,750	8,640,844	9,418,520	10,266,186	10,922,436	11,247,968	11,472,927	11,702,386	11,936,434	12,175,162	12,418,665
	Special Hauls & Roll-off Rate Revenue	2,976,750	3,110,704	3,390,667	3,695,827	3,932,077	4,049,268	4,130,254	4,212,859	4,297,116	4,383,058	4,470,720
	Transfer In From Capital Reserve	1,647,962	200,000	548,333	453,833	2,255,021	243,101	255,256	268,019	600,000	1,020,250	600,000
	Other Revenues	145,048	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
	Total Revenues	**22,520,010**	**21,964,715**	**24,262,423**	**26,292,741**	**29,738,928**	**28,543,007**	**29,119,061**	**29,707,000**	**30,625,660**	**31,644,323**	**31,834,455**
Operating Expenses	Personnel	6,883,624	6,477,805	6,801,695	7,141,780	7,498,869	7,873,813	8,188,765	8,516,316	8,856,968	9,211,247	9,579,697
	Fleet Maintenance	4,501,774	3,931,845	4,089,119	4,252,684	4,422,791	4,599,702	4,783,691	4,975,038	5,174,040	5,381,001	5,596,241
	Recycling and Organics Processing	2,464,255	2,612,110	2,768,837	2,934,967	3,111,065	3,297,729	3,429,638	3,566,824	3,709,497	3,857,877	4,012,192
	Landfill Costs	1,415,714	1,469,685	1,525,735	1,583,944	1,644,398	1,693,730	1,744,542	1,796,878	1,850,784	1,906,308	1,963,497
	Professional Services	933,464	989,472	1,048,840	1,111,771	1,178,477	1,249,185	1,299,153	1,351,119	1,405,164	1,461,370	1,519,825
	Information Technology Services	729,338	758,512	788,852	820,406	853,222	878,819	905,184	932,339	960,309	989,118	1,018,792
	Supplies, Materials, Other Operating	604,072	629,800	656,628	682,893	710,209	736,668	760,282	784,665	809,843	835,842	862,688
	SB 1383 Compliance	-	480,750	499,980	519,979	540,778	557,002	573,712	590,923	608,651	626,910	645,718
	Subtotal Operating Expenses	**17,532,241**	**17,349,979**	**18,179,686**	**19,048,424**	**19,959,809**	**20,886,648**	**21,684,966**	**22,514,102**	**23,375,256**	**24,269,673**	**25,198,650**
Capital and Equipment	Vehicles and Other Capital Equipment	5,112,850	1,201,525	1,776,559	1,304,094	3,364,318	1,417,165	1,477,970	1,541,815	3,201,750	5,303,033	3,201,816
	Zero Emission Vehicle Infrastructure	-	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000
	New Landfill Cell	-	-	1,166,667	1,166,667	1,166,667	-	-	-	-	-	-
	Subtotal Capital and Equipment Expenses	**5,112,850**	**1,201,525**	**2,943,225**	**2,470,761**	**4,530,985**	**1,417,165**	**1,577,970**	**1,641,815**	**3,301,750**	**5,403,033**	**3,301,816**
Interdepartmental Services and Transfers	Debt Service	2,221,506	693,178	692,147	571,618	570,522	569,392	423,226	422,023	420,783	419,505	418,186
	Transfer to PARIS	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248
	Billing Services	850,000	884,000	919,360	956,134	994,380	1,024,211	1,054,938	1,086,586	1,119,183	1,152,759	1,187,341
	Internal Service Charge	771,173	802,020	834,101	867,465	902,163	929,228	957,105	985,818	1,015,393	1,045,855	1,077,230
	Other Transfers	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846
	Transfer to Landfill Closure Reserve	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325
	Subtotal Interdepartmental Services and Transfers	**6,085,098**	**4,621,617**	**4,688,027**	**4,637,637**	**4,709,484**	**4,765,250**	**4,677,687**	**4,736,846**	**4,797,778**	**4,860,537**	**4,925,177**
	Total Expenses	**28,730,189**	**23,173,120**	**25,810,938**	**26,156,821**	**29,200,278**	**27,069,064**	**27,940,624**	**28,892,763**	**31,474,785**	**34,533,243**	**33,425,642**
	Revenues less Expenses	**(6,210,179)**	**(1,208,405)**	**(1,548,515)**	**135,920**	**538,650**	**1,473,944**	**1,178,437**	**814,236**	**(849,125)**	**(2,888,920)**	**(1,591,188)**
	Ending Fund Balance	**4,770,962**	**3,562,557**	**2,014,041**	**2,149,961**	**2,688,611**	**4,162,555**	**5,340,992**	**6,155,228**	**5,306,104**	**2,417,184**	**825,996**
	Ending Fund Balance as Percentage of Operating Expenses	**27%**	**21%**	**11%**	**11%**	**13%**	**20%**	**25%**	**27%**	**23%**	**10%**	**3%**

ATTACHMENT 3

REDLANDS SOLID WASTE FINANCIAL PLAN

DETAILED FINANCIAL FORECAST

REFUSE COLLECTION AND DISPOSAL			0	1	2	3	4	5	6	7	8	9	10
			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34
Account	Expense Line Item	Adjustment Category	Proposed Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
30-511900-5001	Salaries, Full-Time	Personnel Services	3,601,975	$ 3,032,074	$ 3,183,677	$ 3,342,861	$ 3,510,004	$ 3,685,505	$ 3,832,925	$ 3,986,242	$ 4,145,691	$ 4,311,519	$ 4,483,980
30-511900-5002	Salaries, Part-time	Personnel Services	19,672	$ 20,656	$ 21,688	$ 22,773	$ 23,911	$ 25,107	$ 26,111	$ 27,156	$ 28,242	$ 29,372	$ 30,547
30-511900-5101	Overtime Salaries	Personnel Services	367,765	$ 386,153	$ 405,461	$ 425,734	$ 447,021	$ 469,372	$ 488,147	$ 507,672	$ 527,979	$ 549,098	$ 571,062
30-511900-5301	Banked Leave Buy Back	Personnel Services	65,988	$ 69,287	$ 72,752	$ 76,389	$ 80,209	$ 84,219	$ 87,588	$ 91,092	$ 94,735	$ 98,525	$ 102,466
30-511900-5401	Pension Contributions	Personnel Services	920,076	$ 966,080	$ 1,014,384	$ 1,065,103	$ 1,118,358	$ 1,174,276	$ 1,221,247	$ 1,270,097	$ 1,320,901	$ 1,373,737	$ 1,428,686
30-511900-5501	Social Security/Medicare	Personnel Services	220,544	$ 231,571	$ 243,150	$ 255,307	$ 268,073	$ 281,476	$ 292,735	$ 304,445	$ 316,622	$ 329,287	$ 342,459
30-511900-5601	Deferred Compensation	Personnel Services	9,677	$ 10,161	$ 10,669	$ 11,202	$ 11,762	$ 12,351	$ 12,845	$ 13,358	$ 13,893	$ 14,448	$ 15,026
30-511900-5701	Health/Dental Insurance	Personnel Services	1,001,621	$ 1,051,702	$ 1,104,287	$ 1,159,502	$ 1,217,477	$ 1,278,350	$ 1,329,484	$ 1,382,664	$ 1,437,970	$ 1,495,489	$ 1,555,309
30-511900-5702	Workers 'Comp Insurance	Personnel Services	196,200	$ 206,010	$ 216,311	$ 227,126	$ 238,482	$ 250,406	$ 260,423	$ 270,840	$ 281,673	$ 292,940	$ 304,658
30-511900-5703	Disability Insurance	Personnel Services	25,983	$ 27,282	$ 28,646	$ 30,079	$ 31,582	$ 33,162	$ 34,488	$ 35,868	$ 37,302	$ 38,794	$ 40,346
30-511900-5704	Unemployment Insurance	Personnel Services	20,684	$ 21,718	$ 22,804	$ 23,944	$ 25,142	$ 26,399	$ 27,455	$ 28,553	$ 29,695	$ 30,883	$ 32,118
30-511900-5705	Life Insurance	Personnel Services	2,940	$ 3,087	$ 3,241	$ 3,403	$ 3,574	$ 3,752	$ 3,902	$ 4,058	$ 4,221	$ 4,390	$ 4,565
30-511900-5802	Eyecare Reimbursement	Personnel Services	10,499	$ 11,024	$ 11,575	$ 12,154	$ 12,762	$ 13,400	$ 13,936	$ 14,493	$ 15,073	$ 15,676	$ 16,303
30-511900-5803	Clothing Allowance	Other Operating Costs	12,885	$ 13,465	$ 14,071	$ 14,634	$ 15,219	$ 15,828	$ 16,303	$ 16,792	$ 17,295	$ 17,814	$ 18,349
30-511900-5804	Uniform Rental	Other Operating Costs	5,369	$ 5,611	$ 5,863	$ 6,098	$ 6,342	$ 6,595	$ 6,793	$ 6,997	$ 7,207	$ 7,423	$ 7,646
30-511900-5903	Other Taxable Benefits	Other Operating Costs	95,520	$ 99,818	$ 104,310	$ 108,483	$ 112,822	$ 117,335	$ 120,855	$ 124,481	$ 128,215	$ 132,061	$ 136,023
30-511900-6005	License & Permits	Other Operating Costs	103,031	$ 107,667	$ 112,512	$ 117,013	$ 121,693	$ 126,561	$ 130,358	$ 134,269	$ 138,297	$ 142,446	$ 146,719
30-511900-6006	Taxes	Other Operating Costs	4,988	$ 5,212	$ 5,447	$ 5,665	$ 5,891	$ 6,127	$ 6,311	$ 6,500	$ 6,695	$ 6,896	$ 7,103
30-511900-6007	Penalties and Interest	Other Operating Costs	551	$ 576	$ 602	$ 626	$ 651	$ 677	$ 697	$ 718	$ 740	$ 762	$ 785
30-511900-6008	State Mandated Fees	Other Operating Costs	74,970	$ 78,344	$ 81,869	$ 85,144	$ 88,550	$ 92,092	$ 94,854	$ 97,700	$ 100,631	$ 103,650	$ 106,759
30-511900-6105	Medical/Physicals	Professional Services	3,297	$ 3,495	$ 3,705	$ 3,927	$ 4,162	$ 4,412	$ 4,589	$ 4,772	$ 4,963	$ 5,162	$ 5,368
30-511900-6106	Other Professional Services	Professional Services	895,432	$ 949,158	$ 1,006,107	$ 1,066,474	$ 1,130,462	$ 1,198,290	$ 1,246,222	$ 1,296,070	$ 1,347,913	$ 1,401,830	$ 1,457,903
30-511900-6301	Water Wastewater Refuse	Other Operating Costs	6,615	$ 6,913	$ 7,224	$ 7,513	$ 7,813	$ 8,126	$ 8,370	$ 8,621	$ 8,879	$ 9,146	$ 9,420
30-511900-6303	City Disposal	Landfill Tip	115,420	$ 118,883	$ 122,449	$ 126,123	$ 129,906	$ 133,803	$ 137,818	$ 141,952	$ 146,211	$ 150,597	$ 155,115
30-511900-6304	Telephone	Other Operating Costs	2,425	$ 2,534	$ 2,648	$ 2,754	$ 2,864	$ 2,979	$ 3,068	$ 3,160	$ 3,255	$ 3,353	$ 3,453
30-511900-6307	Electricity & Gas	Other Operating Costs	6,693	$ 6,994	$ 7,309	$ 7,601	$ 7,905	$ 8,222	$ 8,468	$ 8,722	$ 8,984	$ 9,253	$ 9,531
30-511900-6402	Travel Expense/Reimbursement	Other Expenses	1,985	$ 2,064	$ 2,147	$ 2,233	$ 2,322	$ 2,392	$ 2,464	$ 2,537	$ 2,614	$ 2,692	$ 2,773
30-511900-6403	Training	Other Expenses	16,800	$ 17,472	$ 18,171	$ 18,898	$ 19,654	$ 20,243	$ 20,851	$ 21,476	$ 22,120	$ 22,784	$ 23,467
30-511900-6505	Retiree Health Insurance	Personnel Services	420,000	$ 441,000	$ 463,050	$ 486,203	$ 510,513	$ 536,038	$ 557,480	$ 579,779	$ 602,970	$ 627,089	$ 652,173
30-511900-6710	Special Contractual Services	Professional Services	2,464,255	$ 2,612,110	$ 2,768,837	$ 2,934,967	$ 3,111,065	$ 3,297,729	$ 3,429,638	$ 3,566,824	$ 3,709,497	$ 3,857,877	$ 4,012,192
30-511900-6712	Landfill Tipping Charges	Landfill Tip	150,362	$ 154,873	$ 159,519	$ 164,305	$ 169,234	$ 174,311	$ 179,540	$ 184,926	$ 190,474	$ 196,188	$ 202,074
30-511900-6713	Landfill Closure/PC Expense	Landfill CPC NON CASH	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511900-6801	City Attorney Legal Service	Professional Services	34,735	$ 36,819	$ 39,028	$ 41,370	$ 43,852	$ 46,483	$ 48,343	$ 50,276	$ 52,287	$ 54,379	$ 56,554
30-511900-6802	Info Tech Service Charges	Other Expenses	729,338	$ 758,512	$ 788,852	$ 820,406	$ 853,222	$ 878,819	$ 905,184	$ 932,339	$ 960,309	$ 989,118	$ 1,018,792
30-511900-6803	City Garage Charges	Maintenance	4,501,774	$ 3,931,845	$ 4,089,119	$ 4,252,684	$ 4,422,791	$ 4,599,702	$ 4,783,691	$ 4,975,038	$ 5,174,040	$ 5,381,001	$ 5,596,241
30-511900-6804	General Govt Service Charge	Other Expenses	771,173	$ 802,020	$ 834,101	$ 867,465	$ 902,163	$ 929,228	$ 957,105	$ 985,818	$ 1,015,393	$ 1,045,855	$ 1,077,230
30-511900-6805	Billing Services	Other Expenses	850,000	$ 884,000	$ 919,360	$ 956,134	$ 994,380	$ 1,024,211	$ 1,054,938	$ 1,086,586	$ 1,119,183	$ 1,152,759	$ 1,187,341
30-511900-6901	Printing and Binding	Other Expenses	1,100	$ 1,144	$ 1,190	$ 1,237	$ 1,287	$ 1,325	$ 1,365	$ 1,406	$ 1,448	$ 1,492	$ 1,537
30-511900-6902	Advertising	Other Expenses	4,650	$ 4,836	$ 5,029	$ 5,231	$ 5,440	$ 5,603	$ 5,771	$ 5,944	$ 6,123	$ 6,306	$ 6,495
30-511900-6903	Janitorial Services	Other Expenses	9,983	$ 10,382	$ 10,798	$ 11,230	$ 11,679	$ 12,029	$ 12,390	$ 12,762	$ 13,144	$ 13,539	$ 13,945
30-511900-6904	Land and Building Rent	Other Expenses	5,618	$ 5,843	$ 6,076	$ 6,319	$ 6,572	$ 6,769	$ 6,973	$ 7,182	$ 7,397	$ 7,619	$ 7,848
30-511900-6908	Other Rentals	Other Expenses	124,040	$ 129,002	$ 134,162	$ 139,528	$ 145,109	$ 149,463	$ 153,946	$ 158,565	$ 163,322	$ 168,221	$ 173,268
30-511900-6909	Subscriptions & Memberships	Other Expenses	1,041	$ 1,083	$ 1,126	$ 1,171	$ 1,218	$ 1,254	$ 1,292	$ 1,331	$ 1,371	$ 1,412	$ 1,454
30-511900-6910	Labor	Other Expenses	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511900-7002	Office Supplies	Supplies and Materials	3,511	$ 3,651	$ 3,797	$ 3,949	$ 4,107	$ 4,272	$ 4,443	$ 4,620	$ 4,805	$ 4,997	$ 5,197
30-511900-7004	Uniform/Safety Clothing	Supplies and Materials	45,564	$ 47,387	$ 49,282	$ 51,253	$ 53,303	$ 55,436	$ 57,653	$ 59,959	$ 62,357	$ 64,852	$ 67,446
30-511900-7101	Office Equipment & Furniture	Supplies and Materials	4,630	$ 4,815	$ 5,008	$ 5,208	$ 5,416	$ 5,633	$ 5,858	$ 6,093	$ 6,336	$ 6,590	$ 6,854
30-511900-7102	Small Tools & Equipment	Supplies and Materials	10,046	$ 10,448	$ 10,866	$ 11,300	$ 11,752	$ 12,222	$ 12,711	$ 13,220	$ 13,749	$ 14,299	$ 14,871
30-511900-7201	Hardware Maint/Replace	Maintenance	551	$ 573	$ 596	$ 620	$ 645	$ 670	$ 697	$ 725	$ 754	$ 784	$ 816
30-511900-7205	Machinery & Equip. Maint.	Maintenance	15,233	$ 15,842	$ 16,476	$ 17,135	$ 17,820	$ 18,533	$ 19,275	$ 20,046	$ 20,847	$ 21,681	$ 22,549
30-511900-7206	Vehicle Maintenance	Maintenance	1,766	$ 1,837	$ 1,910	$ 1,987	$ 2,066	$ 2,149	$ 2,235	$ 2,324	$ 2,417	$ 2,514	$ 2,614
30-511900-7208	Repair/Maintenance Supplies	Maintenance	32,011	$ 33,291	$ 34,623	$ 36,008	$ 37,448	$ 38,946	$ 40,504	$ 42,124	$ 43,809	$ 45,562	$ 47,384
30-511900-7209	Janitorial Supplies	Supplies and Materials	7,497	$ 7,797	$ 8,109	$ 8,433	$ 8,770	$ 9,121	$ 9,486	$ 9,866	$ 10,260	$ 10,671	$ 11,097
30-511900-7210	Building Supplies	Supplies and Materials	3,638	$ 3,784	$ 3,935	$ 4,092	$ 4,256	$ 4,426	$ 4,603	$ 4,787	$ 4,979	$ 5,178	$ 5,385
30-511900-7211	Computer Components	Supplies and Materials	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511900-7807	Food	Other Expenses	1,361	$ 1,415	$ 1,472	$ 1,531	$ 1,592	$ 1,640	$ 1,689	$ 1,740	$ 1,792	$ 1,846	$ 1,901
30-511900-7810	Special Departmental Supplies	Other Expenses	670,153	$ 696,959	$ 724,837	$ 753,831	$ 783,984	$ 807,504	$ 831,729	$ 856,681	$ 882,381	$ 908,853	$ 936,118
30-511900-8801	Capital Lease	Other Expenses	479,779	$ 498,970	$ 518,929	$ 539,686	$ 561,274	$ 578,112	$ 595,455	$ 613,319	$ 631,718	$ 650,670	$ 670,190
30-511900-9901	Transfer to General Fund	Transfer	57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186
30-511900-9901	Transfer to PARIS	Transfer	1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248
30-511900-9901	Transfer to Groves	Transfer	81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660
30-511900-9901	Transfer to Risk Management	Transfer	75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
30-511900-9901	Transfer to Landfill Closure Reserve	Transfer	143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325
Solid Waste - Projects/Grants													
30-511910-6710	Special Contractual Services	Capital Projects	40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748
30-511910-7206	Vehicle Maintenance	Capital Projects	49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880
30-511910-7810	Special Departmental Supplies	Capital Projects	40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048
30-511910-7901	Non-Capital Expenditures	Other Expenses	816	$ 849	$ 883	$ 918	$ 955	$ 983	$ 1,013	$ 1,043	$ 1,074	$ 1,107	$ 1,140
30-511910-8501	Other Betterments/Improv	Capital Projects	1,399,485	$ -									
30-511910-8704	Motor Vehicles	Capital Projects	3,511,873	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511910-8704	Replacement Motor Vehicles (Vehicl	Capital Projects	-	$ 1,000,000	$ 1,575,000	$ 1,102,500	$ 3,162,688	$ 1,215,506	$ 1,276,282	$ 1,340,096	$ 3,000,000	$ 5,101,250	$ 3,000,000
30-511910-8706	All Other Equipment	Capital Projects	70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000
30-511910-9001	Principal	Capital Projects	111,656	$ 256,656	$ 256,656	$ 145,000	$ 145,000	$ 145,000	$ -	$ -	$ -	$ -	$ -
30-511910-9101	Interest	Capital Projects	7,810	$ 7,810	$ 7,810	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Solid Waste - Debt Service													
30-511930-6001	Fiscal Agent Fees	Capital Projects	2,225	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511930-6004	Bank/Collection Agent Fees	Capital Projects	12,913	$ 12,054	$ 11,167	$ 10,253	$ 9,311	$ 8,339	$ 7,336	$ 6,302	$ 5,236	$ 4,137	$ 3,003
30-511930-9001	Principal	Capital Projects	1,946,507	$ 295,459	$ 304,691	$ 314,212	$ 324,031	$ 334,158	$ 344,601	$ 355,371	$ 366,478	$ 377,933	$ 389,746
30-511930-9101	Interest	Capital Projects	140,395	$ 121,200	$ 111,823	$ 102,153	$ 92,180	$ 81,895	$ 71,289	$ 60,350	$ 49,069	$ 37,435	$ 25,437
	New Landfill Cell	Landfill Projects	-	$ -	$ 1,166,667	$ 1,166,667	$ 1,166,667	$ -	$ -	$ -	$ -	$ -	$ -
	ZEV Infrastructure	Capital Projects	-	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
	SB 1383 Compliance Costs	Other Expenses	$ -	$ 480,750	$ 499,980	$ 519,979	$ 540,778	$ 557,002	$ 573,712	$ 590,923	$ 608,651	$ 626,910	$ 645,718
		TOTAL EXPENSE	**$ 28,730,189**	**$ 23,173,120**	**$ 25,810,938**	**$ 26,156,821**	**$ 29,200,278**	**$ 27,069,064**	**$ 27,940,624**	**$ 28,892,763**	**$ 31,474,785**	**$ 34,533,243**	**$ 33,425,642**

ATTACHMENT 4
CITY OF REDLANDS
FLEET REPLACEMENT SCHEDULE AND ESTIMATES

Current Truck #	Description	Purchase Year	First Replacement	Second Replacement	1 FY 2024-25	2 FY 2025-26	3 FY 2026-27	4 FY 2027-28	5 FY 2028-29	6 FY 2029-30	7 FY 2030-31	8 FY 2031-32	9 FY 2032-33	10 FY 2033-34
835	Chevrolet 3500 stake bed	2007	2024	2039				$ 200,000						
817	Peterbilt Roll-off	2008	2024	2032				$ 500,000					$ 1,000,000	
802	Peterbilt ASL	2013	2024	2032	$ 500,000								$ 1,000,000	
850	Peterbilt FEL	2013	2024	2032	$ 500,000								$ 1,000,000	
804	Peterbilt ASL	2014	2025	2034		$ 525,000								$ 1,000,000
805	Peterbilt ASL	2014	2025	2034		$ 525,000								$ 1,000,000
806	Peterbilt ASL	2014	2025	2034		$ 525,000								$ 1,000,000
877	Ford F250	2014	2025	2040				$ 100,000						
881	Ford F150	2014	2025	2040				$ 75,000						
803	Peterbilt ASL	2015	2026	2035				$ 551,250						
823	Peterbilt FEL	2015	2026	2035			$ 551,250							
847	Peterbilt ASL	2015	2026	2035			$ 551,250							
840	Ford REL	2017	2027	2042				$ 578,813						
Route Growth	Peterbilt FEL	N/A	2027	2036				$ 578,813						
Route Growth	Peterbilt ASL	N/A	2027	2036				$ 578,813						
846	Peterbilt FEL	2018	2028	2037					$ 607,753					
809	Peterbilt ASL	2019	2028	2037					$ 607,753					
811	Peterbilt ASL	2020	2029	2038						$ 638,141				
836	Peterbilt ASL	2020	2029	2038						$ 638,141				
821	Peterbilt FEL	2021	2030	2039							$ 670,048			
822	Peterbilt FEL	2021	2030	2039							$ 670,048			
808	Peterbilt ASL	2022	2031	2040								$ 1,000,000		
810	Peterbilt ASL	2022	2031	2040								$ 1,000,000		
859	Peterbilt Roll-off	2022	2031	2040								$ 1,000,000		
841	Peterbilt FEL	2023	2032	2041									$ 1,000,000	
842	Peterbilt FEL	2023	2032	2041									$ 1,000,000	
807	Ford – F150 XL	2022	2032	2047									$ 101,250	
				TOTAL	**$ 1,000,000**	**$ 1,575,000**	**$ 1,102,500**	**$ 3,162,688**	**$ 1,215,506**	**$ 1,276,282**	**$ 1,340,096**	**$ 3,000,000**	**$ 5,101,250**	**$ 3,000,000**

ATTACHMENT 5

CITY OF REDLANDS
SOLID WASTE FINANCIAL PLAN

DIF CAPITAL RESERVE FUND (519)

		BUDGET	PROJECTIONS									
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34
	Starting Fund Balance	**$ 4,691,907**	**$ 3,565,945**	**$ 3,888,605**	**$ 3,863,611**	**$ 3,933,818**	**$ 2,203,558**	**$ 2,485,961**	**$ 2,756,974**	**$ 3,016,012**	**$ 2,943,881**	**$ 2,452,336**
Revenues	Development Impact Fees	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
	Investment Income	$ 22,000	$ 22,660	$ 23,340	$ 24,040	$ 24,761	$ 25,504	$ 26,269	$ 27,057	$ 27,869	$ 28,705	$ 29,566
	Total Revenues	**$ 522,000**	**$ 522,660**	**$ 523,340**	**$ 524,040**	**$ 524,761**	**$ 525,504**	**$ 526,269**	**$ 527,057**	**$ 527,869**	**$ 528,705**	**$ 529,566**
Expenses	Transfer to Solid Waste Service Fund 511	$ 1,647,962	$ 200,000	$ 548,333	$ 453,833	$ 2,255,021	$ 243,101	$ 255,256	$ 268,019	$ 600,000	$ 1,020,250	$ 600,000
	Total Expenses	**$ 1,647,962**	**$ 200,000**	**$ 548,333**	**$ 453,833**	**$ 2,255,021**	**$ 243,101**	**$ 255,256**	**$ 268,019**	**$ 600,000**	**$ 1,020,250**	**$ 600,000**
	Revenues less Expenses	**$ (1,125,962)**	**$ 322,660**	**$ (24,994)**	**$ 70,207**	**$ (1,730,260)**	**$ 282,403**	**$ 271,013**	**$ 259,038**	**$ (72,131)**	**$ (491,545)**	**$ (70,434)**
	Ending Fund Balance	**$ 3,565,945**	**$ 3,888,605**	**$ 3,863,611**	**$ 3,933,818**	**$ 2,203,558**	**$ 2,485,961**	**$ 2,756,974**	**$ 3,016,012**	**$ 2,943,881**	**$ 2,452,336**	**$ 2,381,902**

ATTACHMENT 6

City of Redlands - SB 1383 Cost Estimates

2024

Cost Component	Annual (High)	Notes
Program Management Costs	$20,000	*Includes time for staff and supervisors. Enforcement activities are increased.*
Program Overhead Costs	$91,000	*Includes outreach development, printing and mailing costs; enforcement fleet and mailing costs.*
Route Audits	$45,000	*Estimate based on minimum estimate of hours needed and utilizing Solid Waste Enforcement Officer. Comparative estimates route review sampling methodologies on "Route Review" tab. "Annual (low)" calculates the average of the two lowest cost estimates. "Annual (high)" calculates the average of the two highest cost estimates. These estimates can be replaced with any of the options presented in the summary table on the "Route Review" tab for comparison.*
Edible Food Recovery Program	*$50,000*	*This estimate needs to be informed by capacity planning at the County level and engagement with businesses covered and not currently donating and what annual contribution will support expansion of edible food recovery capacity as needed.*
Procurement	$149,000	*Estimate based on total cost for purchase and transport per ton of compost of $18.78 for* ***17,475*** *tons of compost (The regulations state CalRecycle will recalculate the targets every 5 years, so this may change). This estimate is for planning purposes and is based on fulfilling* ***100%*** *of the procurement target with compost, which is not required (mulch, RNG, and electricity derived from biomass conversion may also be used). The ability to meet your procurement target depends on availability and opportunities for utilization.*
Green Carts Com / MFD	$24,000	*5 year spread*
Green Bins COM / MFD	$50,000	*5 year spread*
Container Labels (All)	$51,750	*10 year spread, all carts and containers*
Total	**$480,750**	

RESOLUTION NO. 7128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A POLICY FOR THE SUBMISSION AND TABULATION OF PROTESTS WITH RESPECT TO PUBLIC HEARINGS FOR PROPOSED UTILITY RATE ADJUSTMENTS

WHEREAS, Article XIIID, section 6 of the California Constitution requires the City to consider written protests to certain proposed increases to utility rates; and

WHEREAS, the California Constitution does not offer specific guidance as to who is allowed to submit protests, how written protests are submitted, or how the city is to tabulate the protests;

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

Section 1. When notice of a public hearing with respect to a utility or other rate adjustments has been given by the City pursuant to Article XIIID, Section 6 of the California Constitution, the following guidelines shall apply:

A. Submission of Protests

1. Any property owner or utility customer may submit a written protest to the City Clerk, either by mail or delivery to the City Clerk's Office, 35 Cajon Street, Suite #4, Redlands, CA 92373 or by submitting the protest at the public hearing. Protests must be received by the end of the public hearing.

2. Each protest must state that it is a protest (or indicate opposition to the proposed rates). If the City has given notices for the public hearings regarding rates for both sewer and water service, and those hearings are to be held on the same date, then the protest may indicate whether it is made (i) with respect only to water rates, (ii) with respect only to sewer rates, or (iii) with respect to both water and sewer rates. If no limitation is indicated, the City will interpret the protest as covering all rates to be considered on the hearing date. Email or facsimile protests cannot be accepted. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on proposed fees.

3. A protest by a property owner that is a trust must be signed by the Trustee and identified as such with the signature (i.e., John Smith, Trustee for Smith Family trust). Protests by property owners that are corporations, partnerships, or similar entitles must be signed by a person authorized to execute documents on behalf of the property owner.

4. If a parcel served by the City is owned by more than a single record owner, or more than one name appears on the City's records as the customer for the property, or the customer is not the record owner, each owner or customer may

submit a protest, but only one protest will be counted per parcel and any one protest submitted in accordance with these rules will be sufficient to count as a protest for that property.

5. In order to be valid, a protest must bear date, designation of parcel address or parcel number, printed name, and original signature of the record owner or customer of record with respect to the property identified on the protest. The customer of record is the name of the person whose name is printed on the utility bills for the parcel. Except as set forth in paragraph 3 above, protests not bearing the original signature of a record owner or customer of record shall not be counted. Protests which have been altered by someone other than the person who signed them shall not be counted.

6. Any person who submits a protest may withdraw it by submitting to the City Clerk a dated, written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or record customer who submitted both the protest and the request that it be withdrawn.

7. A fee protest proceeding is not an election.

8. To ensure transparency and accountability in the fee protest tabulation, protests shall constitute disclosable public records from and after the close of the public hearing.

B. Tabulation of Protests

1. The City Clerk shall determine the validity of all protests. The City Clerk shall not accept as valid any protest if the City Clerk determines that any of the following conditions exist:

    a. The protest does not identify a property that will be subject to proposed fees.
    b. The protest does not bear an original signature of a record owner or identified as trustee of the parcel identified on the protest or of a record customer of that parcel.
    c. The protest does not state its opposition to the proposed fees or is illegible.
    d. The protest has been altered in any way by someone other than the person who is signed to it.
    e. The protest was not received by the City Clerk before close of the public hearing on the proposed fees.
    f. A request to withdraw the protest was received by the City Clerk prior to the close of the public hearing on the proposed fees.

2. The City Clerk's decision that a protest is not valid shall constitute a final action of the City and shall not be subjected to any internal appeal.

3. A majority protest exists (50% plus one) if written protests are timely submitted and not withdrawn by the record owners, trustee, or customers with respect to, a majority of the properties subject to the proposed fee. If both water and sewer rates are being considered, a separate determination will be made for with respect to each of these two types of fees.

4. At the conclusion of the public hearing, the City Clerk shall count all protests received, including those received during the public hearing, and shall report the results to the City Council upon completion. If review of the protests received demonstrates that the number received is manifestly less than one-half of the parcels served by the City with respect to the fee which is the subject of the protest, then the City Clerk may advise the City Council of the absence of a majority protest without determining the validity of all protests.

5. If, at the conclusion of the public hearing, the City Clerk determines that the City Clerk will require additional time to count the protests, the City Clerk shall so advise the City Council, which may adjourn the meeting to allow the count to be completed on another day or days. If so, the City Council shall declare the time and place of the count, which shall be conducted in a place where interested members of the public may observe the counting, and the City Council shall declare the time at which its meeting shall be resumed to receive an act in the report of the City Clerk.

Section 2. The City Council hereby directs City staff to include the requirements described in Section 1.A of this Resolution, which govern the submission of written protests, within all notices of protest hearings that are mailed to property owners and customers of City utility services.

ADOPTED, SIGNED AND APPROVED this 6th day of March, 2012.

Pete Aguilar, Mayor

ATTEST:

Sam Irwin, City Clerk

I, Sam Irwin, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 6th day of March 2012, by the following vote:

AYES: Councilmembers Harrison, Bean, Gardner; Mayor Aguilar
NOES: Councilmember Foster
ABSTAIN: None
ABSENT: None

Sam Irwin, City Clerk

FILE WITH RESOLUTION

September 25, 2012

MEMORANDUM

From: N. Enrique Martinez, City Manager

To: City Council

Subject: Proposition 218 Protest Tabulation

At your meeting on March 6, 2012, a request was made to clarify how proposition 218 protests would be tabulated and verified. Staff determined the validation process will be conducted by temporary employees working for the City Clerk and paid by the department initiating the rate adjustment. It is anticipated this effort will cost no more than $5,000. This process will take place only if it is determined a potential exists to reach the 50 percent margin of protests, which is approximately 10,500 protests.

The validation process will consist of determining if the protestor is in fact a city customer or a parcel owner within the city's service area. If the protestor is a parcel owner of record, or a utility customer, a protest will be counted. In the event more than one protest is received from a single parcel, be it a city utility customer or a parcel owner, only one protest per parcel will be counted. This validation process will only occur if it is determined that there is the potential for a majority protest.

The validation process will consist of cross referencing those protests received with two lists. The San Bernardino County Owner of Record List and the City of Redlands Utility Customers List, both effective at the time the 218 notice was mailed, will be provided to the City Clerk's office by the Municipal Utilities and Engineering Department. If a protest received was signed by an owner of record, and is reflected on the San Bernardino County Owner of Record List, the protest will be counted. If the protest received was not signed by an owner of record, it will be compared to the City of Redlands Utility Customers List. If the protest received was signed by a utility customer listed on the utility account, the protest will be counted. If a protest is not signed by either an owner of record or a listed utility customer, the protest will be rejected. Final validation of a disputed protest will be determined by the City Clerk.

City Council Meeting **K. 1.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8596 for adoption of the "Historic Architectural Design Guidelines," a reference for local property owners, development and design professionals, City staff, and decision-makers in planning, approving, and implementing projects involving the preservation, rehabilitation, and restoration of historic buildings, and determine that this resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

MOTION(S):

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

I move that the City Council adopt Resolution No. 8596 and adopt the Historic Architectural Design Guidelines.

RECOMMENDATION:

On February 1, 2024, the Historic and Scenic Preservation Commission reviewed the proposed final revisions to the "Historic Architectural Design Guidelines" and recommended that City Council approve the final document.

DISCUSSION:

A) Background

The Planning Division of the City of Redlands has worked in coordination with Architectural Resources Group, a professional historic architecture firm with extensive experience in the field of historic preservation, in the preparation of new Historic Design Guidelines. The proposed Historic Design Guidelines are

customized to provide information relevant to preserving historic resources in the City of Redlands. The document will serve as a helpful design reference for local property owners, development and design professionals, City staff, and decision-makers when planning, approving, and implementing projects involving the preservation, rehabilitation, and/or restoration of historic buildings.

The proposed design guidelines will apply to all landmarks, historic properties, and scenic districts as required by Section 2.62.190 of the Redlands Municipal Code. The proposed guidelines will also be incorporated with the review process for Certificate of Appropriateness applications for modifications to historic structures. These new guidelines will replace and comprehensively update the City's existing historic guidelines (contained in the Historic Design Manual) that was approved by the City Council in 1986.

B) Analysis

The proposed Historic Design Guidelines (see Attachment B) are an educational resource intended to inform and guide property owners and applicants in the preservation, repair, and reuse of their properties to ensure that improvements made maintain the historic property's historic integrity and character. The proposed guidelines will also be utilized by City staff and the Historic and Scenic Preservation Commission in the review and analysis of applications for Certificates of Appropriateness as a method to review a project's consistency with recommended historic preservation practices and guidance.

The proposed guidelines provide chapters dedicated to the following areas:

1. Introduction
2. Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Resources
3. Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials
4. Guidelines for Accessibility, Systems, and Sustainability
5. Guidelines for New Additions
6. Guidelines for Character Categories
7. Guidelines for Historic Districts
8. Guidelines for New Building and Non-Contributing Buildings in Historic Districts
9. Guidelines for Site and Landscape Design

In addition, the Appendices include a glossary of architectural terms, an architectural style guide (to help provide guidance in identifying a building's architectural style and the character-defining features of each), and recommended actions for maintenance and repair of historic building materials.

The Historic Architectural Design Guidelines will not replace the City's current historic preservation ordinance, but rather will support the implementation of the

City's existing ordinance by providing additional guidance and recommendations.

Staff recently worked with residents and representatives from local historic preservation groups (including Redlands Area Historical Society and the Redlands Conservancy) to resolve the outstanding comments and concerns regarding wording and presentation of some of the guidelines. After multiple revisions to the final draft document, the guidelines are in final form and ready for adoption.

The final draft document is also available at the City's historic preservation webpage (click button for "Documents and Resources"): https://www.cityofredlands.org/post/historic-preservation.

C) Environmental Review

The proposed Historic Architectural Design Guidelines will not directly result in the development of any parcel of land, but instead provides the informational framework to assist City staff with historic preservation. The proposed Historic Architectural Design Guidelines is not a City ordinance, will not affect any uses permitted or prohibited within the City, will not affect or generate any significant increase in traffic, will not require the use of hazardous materials, and will not require any specific design features that would be considered harmful or hazardous. As such, the proposal qualifies for exemption from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines (known as the general rule 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.

Future applications for relevant permits on individual properties (e.g., Certificate of Appropriateness, Demolition, Historic Resource designation, etc.) will be evaluated on the individual merits of each application, and an appropriate environmental determination will be made on a case-by-case basis.

ALTERNATIVES:

1. City Council can continue the matter and direct staff to bring back additional information or modify the Historic Architectural Design Guidelines; or,
2. The City Council can decide to not approve Resolution No. 8596.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Department

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

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

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 23-24
Revenue Generating: No
Appropriation Required Y/N: No
Discussion:
There is no anticipated fiscal impact with the approval of the Historic Architectural Design Guidelines.

Attachments

Attachment A: Resolution No. 8596
Attachment B-1: Historic Architectural Design Guidelines (Chapters 1 - 6)
Attachment B-2: Historic Architectural Design Guidelines (Chapters 7 - 9)
Attachment B-3: Historic Architectural Design Guidelines (Appendices)

RESOLUTION NO. 8596

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING AND ADOPTING THE CITY OF REDLANDS HISTORIC ARCHITECTURAL DESIGN GUIDELINES

WHEREAS, on January 28, 1986, the City of Redlands City Council first adopted an official Historic Design Manual to provide guidance for historic preservation projects; and

WHEREAS, Section 2.62.190 of the Redlands Municipal Code requires that adopted historic design guidelines shall apply to all landmarks, historic properties, historic and/or scenic districts (Ord. 1954, 1986); and

WHEREAS, the City of Redlands *General Plan 2035* (Section 2.2, Cultural Resources) contains numerous Policies and Actions that address the protection, preservation, restoration, rehabilitation, and adaptive reuse of historic properties and historic districts in Redlands; and

WHEREAS, as part of the City's continuing effort towards historic preservation and recognition of the City's historic heritage, the City of Redlands retained a qualified architectural firm with expertise in historic architecture (Architectural Resources Group) to develop a comprehensive update to the City's previous Historic Design Guidelines; and

WHEREAS, the Historic Architectural Design Guidelines are customized to provide information relevant to the City of Redlands and are intended to serve as a helpful reference for local property owners, development, staff, and decision-makers in planning, approving, and implementing preservation, rehabilitation, and restoration projects for historic buildings and properties; and

WHEREAS, the Historic Architectural Design Guidelines will serve as an educational resource intended to inform and guide property owners and applicants in the preservation, repair, and reuse of their properties to ensure that improvements made maintain the historic property's historic integrity and character; and

WHEREAS, the Historic Architectural Design Guidelines will be utilized by City staff and the Historic & Scenic Preservation Commission in the review and analysis of Certificate of Appropriateness applications as a method to review a project's consistency with recommend practices and historic preservation guidance; and

WHEREAS, the Planning Division maintains the City's list of designated historic resources, historic landmarks, and historic or scenic districts (with designation or formation subject to City Council approval), to which properties are added or amended from time to time; and

WHEREAS, on September 3, 2020, the Historic & Scenic Preservation Commission held a public meeting and considered the staff report, oral report, the testimony and the written evidence provided by the City, the consultant, and by members of the public; and

WHEREAS, on September 3, 2020, the City's Historic & Scenic Preservation Commission reviewed the proposed Historic Architectural Design Guidelines and unanimously recommended approval to the City Council; and

WHEREAS, on February 1, 2024, the Historic & Scenic Preservation Commission held a public meeting and considered the staff report, oral report, the testimony and the written evidence provided by the City, the consultant, and by members of the public; and

WHEREAS, on February 1, 2024, the City's Historic & Scenic Preservation Commission reviewed the revised draft Historic Architectural Design Guidelines and unanimously recommended approval to the City Council; and

WHEREAS, on July 16, 2024, the City Council of the City of Redlands held a public meeting and considered the staff report, oral report, the testimony and the written evidence provided by City staff and by members of the public; and

WHEREAS, the proposal is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) of the State CEQA Guidelines, as there is no possibility of significant environmental effects as a result of adopting the Historic Architectural Design Guidelines.

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

Section 1. The proposal is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, as there is no possibility of environmental effects resulting from the adoption of the Historic Architectural Design Guidelines document.

Section 2. The proposed Historic Architectural Design Guidelines will be consistent with and will implement numerous Policies and Actions contained in the 2035 General Plan concerning historic and cultural resources (including but not limited to: Principles 2-P.8, 2-P.12, 2-P.13, 2-P.14, and 2-P.15; and Actions 2-A.26, 2-A.27, 2-A.28, 2-A.30, 2-A.31, 2-A.32, and 2-A.39 through 2-A.51).

Section 3. The City Council hereby approves and adopts the Historic Architectural Design Guidelines attached hereto as Exhibit "A."

Section 4. The Development Services Director is hereby authorized and directed to amend or update Appendix D, entitled "City of Redlands List of Historic Resources," (including but not limited to the addition of newly designated historic properties, historic landmarks, historic or scenic districts, or National Register listings) without further action or approval by the City Council. Such future additions or amendments are hereby incorporated by reference and shall automatically become an official part of the adopted Historic Architectural Design Guidelines.

Section 5. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 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 16th day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
Historic Architectural Design Guidelines

[Attached]

Architectural
Resources Group

Architecture

Planning
Conservation

Redlands Historic Architectural Design Guidelines

Prepared for

City of Redlands, CA

Prepared by

Architectural Resources Group

01/25/24

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ACKNOWLEDGEMENTS

City Council

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

Historic and Scenic Preservation Commission

Kurt Heidelberg, Chairperson
Steven Holm, Vice Chairperson
Lauren Weiss Bricker
Nathan Gonzales
Justine Guidry
Rose-Marie Raumin
Greg Weissman

Staff

Charles M. Duggan Jr., City Manager
Brian Desatnik, Development Services Director
Brian Foote, Planning Manager
Loralee Farris, Principal Planner

Consultants

Architectural Resources Group

Table of Contents

1. Introduction 8

Redlands: The Place 10
Purpose of the Historic Design Guidelines 11
Application & Use of the Guidelines 12
Policy & Regulatory Framework 14
- Redlands' General Plan
- Land Use Zoning
- California Building Code
- Downtown Specific Plan
- National Register
- California Register
- Redlands Historic and Scenic Preservation Ordinance
- California Environmental Quality Act (CEQA)
- Secretary of the Interior's Standards for the Treatment of Historic Properties

Design Review Process 20
Views and Visibility 22

2. Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Resources 24

Individual Building Components
- Architectural Features & Details 26
- Windows 28
- Doors 34
- Roofs 40
- Foundations 46
- Historic Additions 48

Residential Building Features
- Residential - Porches 50
- Residential - Ancillary Structures 54
- Residential - Miscellaneous Accessory Elements 58

Commercial and Mixed-Use Building Features
- Commercial - Storefronts 60
- Commercial - Awnings & Canopies 64
- Commercial - Signage 68

Table of Contents (cont'd)

3. Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials 70

General Treatment Guidelines 72
Exterior Masonry
- Types and Components 74
- Typical Problems 76
- Maintenance and Repair 77

Stucco
- Types and Components 78
- Typical Problems 79
- Maintenance and Repair 80

Exterior Woodwork
- Types and Components 82
- Typical Problems 83
- Maintenance and Repair 84
- Exterior Paints and Stains 85
  - Typical Paint and Stain Problems
  - Paint and Stain Maintenance and Repair

Roofing
- Types and Components 88
- Typical Problems 89
  - Terra Cotta Tile
  - Wood Shakes and Shingles
  - Asphalt and Composition Shingles
  - Flat Roofs (Various Materials)
  - Metal Roofs
  - Chimneys
  - Drains, Gutters, and Downspouts
  - Roof Appurtenances
- Maintenance and Repair 95

Windows and Doors
- Types and Components 96
- Typical Problems 97
- Maintenance and Repair 98

Metalwork
- Types and Components 99
- Typical Problems 100
- Maintenance & Repair 101

Table of Contents (cont'd)

4. Guidelines for Accessibility, Systems, and Sustainability *103*

Accessibility 104
Mechanical, Utility, and Security Equipment 105
Energy Conservation and Environmental Sustainability 107
- Treatment Guidelines
- Historic Doors & Windows: Retrofitting vs. Replacement for Energy Efficiency
- Energy Efficiency Upgrades and Water Conservation Strategies
- Energy-Generating Technologies
  - Solar Technology
  - Wind Power
  - Cool Roofs and Green Roofs

Structural Systems 114
- Treatment Guidelines
- Seismic Upgrades

5. Guidelines for New Additions *116*

Residential Additions 118
Commercial Additions 120

6. Guidelines for Character Categories *122*

Character Category A: Pre-World War II Residential Neighborhoods 124
Character Category B: Post-World War II Developer-Built Single-Family Neighborhoods 130
Character Category C: Post-World War II Custom-Built Single-Family Neighborhoods 136
Character Category D: Post-World War II Multi-Family Residential Development 142
Character Category E: Downtown Commercial Development 148
Character Category F: Auto-Oriented Commercial Development 152
Character Category G: Early Industrial Delevopment 156

Table of Contents (cont'd)

7. Guidelines for Historic Districts 160

Redlands Santa Fe Depot District 162
Eureka Street Historic District 164
West Highland Avenue Historic & Scenic District 166
Early Redlands Historic & Scenic District 170
Normandie Court Historic District 174
East Fern Avenue Historic & Scenic District 176
Garden Hill Historic & Scenic District 180
La Verne Street Historic & Scenic District 182
Smiley Park Historic & Scenic District 184

8. Guidelines for New Buildings and Non-Contributing Buildings in Historic Districts 188

Compatibility Considerations 190
Guidelines for New Residential Construction 192
Guidelines for New Commercial Construction 196
Guidelines for New Construction in Historically Industrial Areas 200

9. Guidelines for Site and Landscape Design 202

Residential Site and Landscape 204
Commercial Site and Landscape 208
Municipal Site and Landscape 209

Appendix A: Architectural Glossary 210

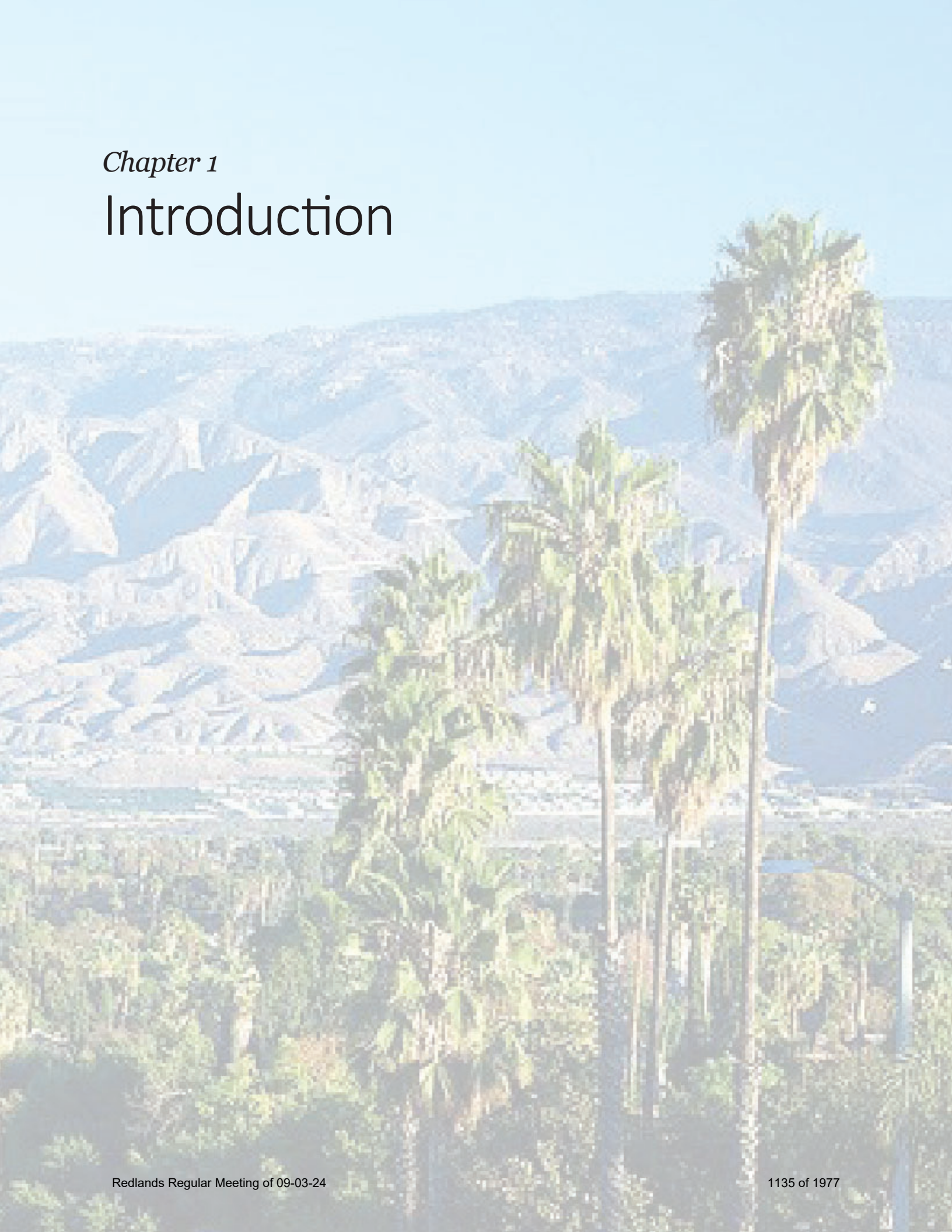
Appendix B: Architectural Style Guide 218

Appendix C: Material Inspection Checklists 247

Appendix D: City of Redlands List of Historic Resources 268

Chapter 1

Introduction



Chapter Overview

What's Inside...

- Introduction
- Purpose of the Historic Design Guidelines
- Application & Use of the Guidelines
- Policy & Regulatory Framework
    - Redlands' General Plan
    - Land Use Zoning
    - California Building Code
    - Downtown Specific Plan
    - National Register
    - California Register
    - Redlands Historic and Scenic Preservation Ordinance
    - California Environmental Quality Act (CEQA)
    - Secretary of the Interior's Standards for the Treatment of Historic Properties
- Design Review Process

Redlands: The Place

The City of Redlands has a sense of place unlike any other in Southern California's Inland Empire. Extending from the floodplain to the foothills, it boasts a mild climate and picturesque landscape that beckoned pioneering agriculturalists, winter-fleeing millionaires, migratory workers, suburban dreamers, and technological innovators in successive waves over a period of 150 years. The resulting historic built environment reflects all of these overlapping influences and contributes strongly to the character and feeling of Redlands.

Shaped by the citrus industry at the turn of the 20th century and expanded by construction booms in the 1920s and after World War II, Redlands' built environment reflects multiple different, but complementary periods of development. Its residential, commercial, industrial, and institutional property types combine to project the city's long-held image as a small town with big ideas.

The city's residents have long recognized the cultural and aesthetic value of its buildings and sites. They have sought to protect Redlands' unique character while also "welcoming innovation and adapting to the needs of future generations," as outlined in the Redlands General Plan 2035. However, as with many other cities across the country, some development has been out of character – resulting in "cookie cutter" designs or out-of-scale construction.

The General Plan seeks to "conserve the city's heritage through historic preservation of neighborhoods and buildings; protect the city's citrus heritage; and promote excellence in design and architecture that is sensitive to the surrounding community." The Redlands Historic Architectural Design Guidelines aim to support these goals by providing property owners and design professionals with the information they need to maintain, manage, and improve their historic buildings.

Purpose of the Historic Design Guidelines

Who can use these guidelines?

- Homeowners
- Property Owners
- Architects & Engineers
- Other Design Professionals

What is a Historic Building?

For the purposes of this document, a "historic building" is broadly defined as a building 50 years of age and older, and/or reflecting a historic development pattern or architectural style. This definition is broader than that of other terms you might hear, including "historic resource" (i.e., a building determined to be significant under the California Environmental Quality Act standards) or a City of Redlands "Historic Resource" (a locally designated building or landmark).

These guidelines will also be used by the City of Redlands Planning Division and Historic & Scenic Preservation Commission in evaluating proposed projects. Historic buildings require repair and modern improvements to maintain their integrity and ensure continued use. These Design Guidelines provide suggestions on how best to preserve, maintain, repair, and restore historic buildings, as well as how to make alterations to historic buildings in a way that preserves their historic character and significant features. These guidelines also make recommendations for designing compatible new construction on a historic building site or within a historic neighborhood context.

These Design Guidelines herein supersede the City's previous ***Historic and Scenic Preservation Design Manual*** of 1986. Historic preservation goals and implementation of historic design guidelines were identified as important objectives during the preparation of the 2035 General Plan, and included numerous Policies and Actions as specified in Chapter 2 (Distinctive City) of the 2035 General Plan.

Application & Use of the Guidelines

The Historic Architectural Design Guidelines are based on the ***Secretary of the Interior's Standards for the Treatment of Historic Properties*** and are intended as a planning tool for projects involving individually designated historic resources, buildings within designated historic districts, and other historic buildings located throughout Redlands.

An inventory of City-designated historic resources is maintained in the City of Redlands Development Services Department List of Historic Resources. Individual historic resources are located throughout Redlands, but a large concentration are centered around Downtown Redlands and the historic Chicago Colony area, including eight (8) historic or scenic districts. While not designated or officially regulated, many of Redlands' historic buildings fall into recognizable Character Categories (see Chapter 6- Guidelines for Character Categories for more information). These categories encompass historic building types, architectural styles, and planning typologies that contribute to the aesthetic feeling and cultural character of the city; some include one or more geographic areas which may have potential for future designation as historic districts.

The Design Guidelines provide standards for best preservation practices and contextual design when undertaking an exterior alteration or addition, changes to site or accessory features, demolition of a historic building, or new construction on or adjacent to a historic site, historic or scenic district, or Character Category.

These guidelines should be consulted by [illegible] for the preparation of project plans or elevations. [illegible] may also receive important guidance from these guidelines when planning a project, and may help an applicant discern between a major/minor alteration or improvement (also refer to the Major/Minor Checklist available from the Planning Division, and applicants are encouraged to contact Planning staff).

Graphic Supplements

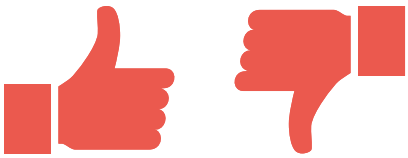
Graphic elements are scattered throughout the Design Guidelines to provide additional information, sources, and guidance to the topics discussed on each page. These elements are described below:

Sidebars

Sidebars provide additional information about topics or items discussed on a page.

[illegible]

Relevant Sources provide hyperlinks to additional information on a topic.



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These icons are used to indicate "good" (compatible/appropriate) and "bad" (incompatible/inappropriate) design choices.

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Policy & Regulatory Framework

General Plan

The Design Guidelines are suggestions for best practices in historic preservation and are intended as a supplement to adopted City policies and state and national regulations. The Design Guidelines do not replace adopted policies, code, or regulations. Project planning should account for compliance with any applicable building or zoning codes, or other regulatory oversight independent of these guidelines.

Brief summaries of the most relevant policies and regulations are outlined below.

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The General Plan 2035 was adopted in 2017 and essentially serves as the "development constitution for Redlands." The General Plan establishes a long-range vision for the city's growth and contains the supporting policies to guide decision-making related to development, housing, transportation, environmental quality, public services, parks, and open spaces.

The Design Guidelines herein help to implement the General Plan's policies for cultural resources outlined in Chapter 2 (Distinctive City), including the following:

- □□□□□ "Identify, maintain, protect, and enhance Redlands' cultural, historic, social, economic, architectural, agricultural, archaeological, and scenic heritage. In so doing, Redlands will preserve its unique character and beauty, foster community pride, conserve the character and architecture of its neighborhoods and commercial and rural areas, enable citizens and visitors to enjoy and learn about local history, and provide a framework for making appropriate physical changes."
- □□□□□ "Foster an understanding and appreciation of history and architecture."
- □□□□□ "Encourage retention of the character of existing historic structures and urban design elements that define the built environment of the city's older neighborhoods."
- □□□□□ "Encourage retention of historic structures in their original use or reconversion to their original use where feasible. Encourage sensitive, adaptive reuse where the original use is no longer feasible."
- □□□□□ "Coordinate preservation of historic resources with policies designed to preserve neighborhoods and support the affordability of housing in historical structures."
- □□□□□ "Balance the preservation of historic resources with the desire of property owners of historic structures to adopt energy efficient strategies."

Policy & Regulatory Framework

Land Use Zoning, California Building Code, and Downtown Specific Plan

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The Land Use Zoning Ordinance of the Redlands Municipal Code (RMC Title 18) was established to encourage appropriate land use for the orderly development of the city. Zoning governs the use, form, density, and design of a building or neighborhood. In Redlands, the stated purpose of the Zoning Ordinance is "to conserve and stabilize the value of property; to provide adequate open spaces for light and air, and to prevent and permit adequate control of fires; to prevent undue concentration of population; to lessen congestion on streets; to facilitate adequate provision for community facilities and utilities, including transportation, water supply, sewage disposal, schools, parks and other public requirements which tend to promote the health, safety and public welfare." All projects must meet the zoning code. If strict conformance with a zoning standards would adversely impact the historic character of a building, property owners may be eligible to apply for a zoning variance (RMC Chapter 18.196).

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The City of Redlands Municipal Code mandates the adoption of the most recent version of the California Building Standards Code (http://www.bsc.ca.gov/Codes.aspx). The California Building Code provides minimum standards for the design and construction of buildings and structures in California. All projects must meet the California Building Code, although there may be exceptions for the treatment of historic buildings as outlined in Part 8 - California Historical Building Code.

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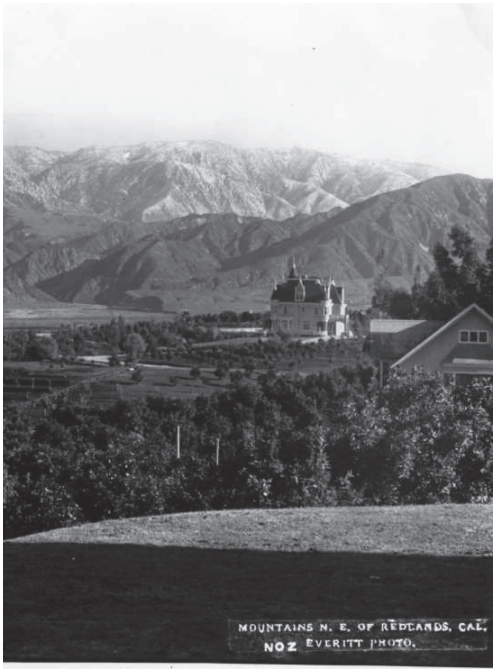
At the time of preparation, the Downtown Specific Plan provided detailed development and design standards for the Downtown area, including some residential and civic areas in the south of Downtown. The goal of the plan was to promote the economic vitality of Downtown Redlands with a variety of offices and services in the area which are supported by retail stores, restaurants, entertainment, cultural activities, and pedestrianfriendly design and circulation. The plan had an emphasis on mixed-use and transit-oriented development, including guidelines to ensure compatibility with historic buildings. The Downtown Specific Plan was replaced by the Transit Villages Specific Plan in October 2022 (and incorporates these guidelines by reference).

Transit Village Specific Plan

Development in portions of the City adjacent to the Redlands Arrow passenger rail line and train stations is also guided by the Transit Village Specific Plan (SP No. 65) -- the guidelines are individually tailored for each Transit Village (in the areas around Downtown, New York Street, and University train stations).

Policy & Regulatory Framework

National Register and California Register



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The National Register of Historic Places (National Register) is the nation's master inventory of known historic resources. Created under the auspices of the National Historic Preservation Act of 1966, the National Register is administered by the National Park Service (NPS) and includes listings of buildings, structures, sites, objects, and districts that possess historic, architectural, engineering, archaeological, or cultural significance at the national, state, or local level. NPS also administers federal tax incentives for the certified rehabilitation of National Register-listed properties.

Redlands features two National Register districts:

- Redlands Santa Fe Depot District (Reference #91001535)
- Smiley Park Historic District (Reference #94001487)

Reference the National Park Service website at https://www.nps.gov/subjects/nationalregister/index.htm, *for more information relating to listing on the National Register or applying for federal tax incentives.*

¡

The California Register of Historical Resources (California Register) is the authoritative guide to the state's significant historical and archeological resources. In 1992, the California legislature established the California Register "to be used by state and local agencies, private groups, and citizens to identify the state's historical resources and to indicate what properties are to be protected, to the extent prudent and feasible, from substantial adverse change." The California Register program encourages public recognition and protection of resources of architectural, historical, archaeological, and cultural significance; identifies historical resources for state and local planning purposes; determines eligibility for historic preservation grant funding; and affords certain protections under CEQA. All resources listed in or formally determined eligible for the National Register are automatically listed in the California Register. In addition, properties designated under municipal or county ordinances, or through local historic resources surveys, are eligible for listing in the California Register (though they are not formally listed in the Register).

Reference the California State Parks Office of Historic Preservation website at http://ohp.parks.ca.gov/?page_id=21238 *for more information relating to the California Register.*

Policy & Regulatory Framework

Local Designation and CEQA

[illegible]

Redlands administers its own designation program for historic and scenic properties within the city. The Redlands Historic & Scenic Preservation Commission was established in 1986 by the Redlands Municipal Code to make recommendations, decisions, and determinations regarding the designation and protection of the historical, scenic, and cultural resources in Redlands.

The Historic & Scenic Preservation Commission is responsible for recommending the designation of the following to the City Council for approval: a) individual properties (Historic Resources or Landmarks); and b) groupings of properties (such as Historic Districts, or Historic and Scenic Districts) that are related geographically or thematically.

The Historic & Scenic Preservation Commission also reviews major [illegible] for: new construction, relocating a structure, subdivisions, major additions, alteration of wall materials, new window or door openings where visible from a street, and exterior modifications to designated historic resources (please refer to the Major/Minor Checklist for further details regarding a Major Certificate of Appropriateness). The Commission also reviews [illegible] applications affecting a designated historic resource or any structure age 50 years and older.

Redlands features eight (8) locally-designated historic and scenic districts:

- Eureka Street Historic District (HD 1)
- West Highland Avenue Historic and Scenic District (HD 2)
- Early Redlands Historic and Scenic District (HD 3)
- Normandie Court Historic District (HD 4)
- East Fern Avenue Historic and Scenic District (HD 5)
- Garden Hill Historic and Scenic District (HD 6)
- La Verne Street Historic and Scenic District (HD 7)
- Smiley Park Historic and Scenic District (HD 8)

Reference the City of Redlands Historic Preservation website at [illegible] for more information relating to local designation and Redlands' historic districts.

[illegible]

The California Environmental Quality Act (https://opr.ca.gov/ceqa/) is an environmental law that requires state and local agencies to identify and publicly disclose significant environmental impacts of discretionary actions, and to avoid or mitigate any impact if feasible. Some historic building projects, especially changes in use and demolitions, may require environmental review. The relevant threshold criteria pertaining to impacts on historic resources or properties can be found in CEQA Guidelines Section 15064.5. The City utilizes qualified environmental consulting firms and historical resources consulting firms, as needed, to evaluate individual project proposals. Generally, a project that follows the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* may be mitigating or avoiding any potentially significant impacts on historical resources (this is determined on a case-by-case basis).

Policy & Regulatory Framework

Secretary of the Interior's Standards for the Treatment of Historic Properties

[illegible]

The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings provide recommendations and guidelines for stewards of historic properties to determine appropriate treatments. They are intentionally broad in scope to apply to a wide range of circumstances and are designed to enhance the understanding of basic preservation principles. The Standards are neither technical nor prescriptive, but are intended to promote responsible preservation practices that ensure continued protection of historic properties. There are four basic approaches outlined in the Standards: Preservation, Rehabilitation, Restoration, and Reconstruction.

- [illegible] focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.
- [illegible] acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character.
- [illegible] is undertaken to depict a property at a particular period of time in its history, while removing evidence of other periods.
- [illegible] re-creates vanished or non-surviving portions of a property for interpretive purposes.

[illegible]

National Park Service, Technical Preservation Services, "The Treatment of Historic Properties"

Policy & Regulatory Framework

Secretary of the Interior's Standards for the Treatment of Historic Properties

The Standards for Rehabilitation, which are the most comprehensive and commonly used of the four approaches, are outlined below:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Design Review Process

The design review process applies to Redlands' individually designated historic resources or buildings, as well as to designated and contributing buildings within designated historic districts. The Historic & Scenic Preservation Commission reviews certain major exterior alterations, additions, moves, and subdivisions for a designated resource (see the City's "Major/Minor Checklist") through the G?? fi???? ??Y????????????? application process (see RMC §2.62.200). The Commission also reviews all Demolition applications for a designated historic resource or any structure fifty (50) years of age and older (RMC §15.44.070).

For projects subject to design review in accordance with these Guidelines, the chart on the opposite page outlines the general review process and the application materials required (please refer to the application forms for a detailed list of submittal requirements).

STAFF-LEVEL REVIEW INCLUDES:

- Modification of architectural details, such as window trim and cornice trim
- Re-roof or replacement of roofing material
- New fences or walls
- New signs
- Alterations to non-historic structures (i.e., those less than 50 years old) in Historic and/or Scenic Districts
- Construction of a new garage or non-habitable accessory structure that is not visible from the street
- All alterations in Urban Conservation Districts, except to designated landmarks and historic properties
- Lot line adjustments
- Minor Improvements of any of the following types:

  a. Additions of 200 square feet in floor area, when located to the rear of the structure and not visible from public right-of-way;

  b. New door or window openings, consistent in material and size to existing openings, on side and rear elevations; and,

  c. Unenclosed decks or covered patios of 200 square feet or less, when located on the side and rear elevation, and not visible from public right-of-way.

Design Review Process

Pre-Application

- Consult with the Planning Division staff regarding the age or historic designation status of a property.
- Develop a project scope in accordance with the following Historic Architectural Design Guidelines.
- Staff will assess the proposal in accordance with the Major/Minor Checklist for the proper level of review.

Application

- Submit an application form and all required submittal items and materials to the Planning Division.
- An Application form may be accessed and downloaded via the City of Redlands Planning Division website (refer to the Historic Preservation page): https://www.cityofredlands.org/planning

Review & Approval

[illegible]

- Staff reviews the application for completeness and conformance with the Historic Design Guidelines.
- Staff provides comments on the application (which may include requests for revisions or supplemental material).
- Staff approves the application.

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- Staff reviews the application for completeness as well as conformance with the Historic Design Guidelines. When complete, staff schedules the application for review by the Historic & Scenic Preservation Commission.
- Historic & Scenic Preservation Commission meets one time per month. Upon reviewing an application and any associated public testimony, the Commission may request more information, design revisions, or additional time to make a decision; or they may approve or deny the application.

Building Permit

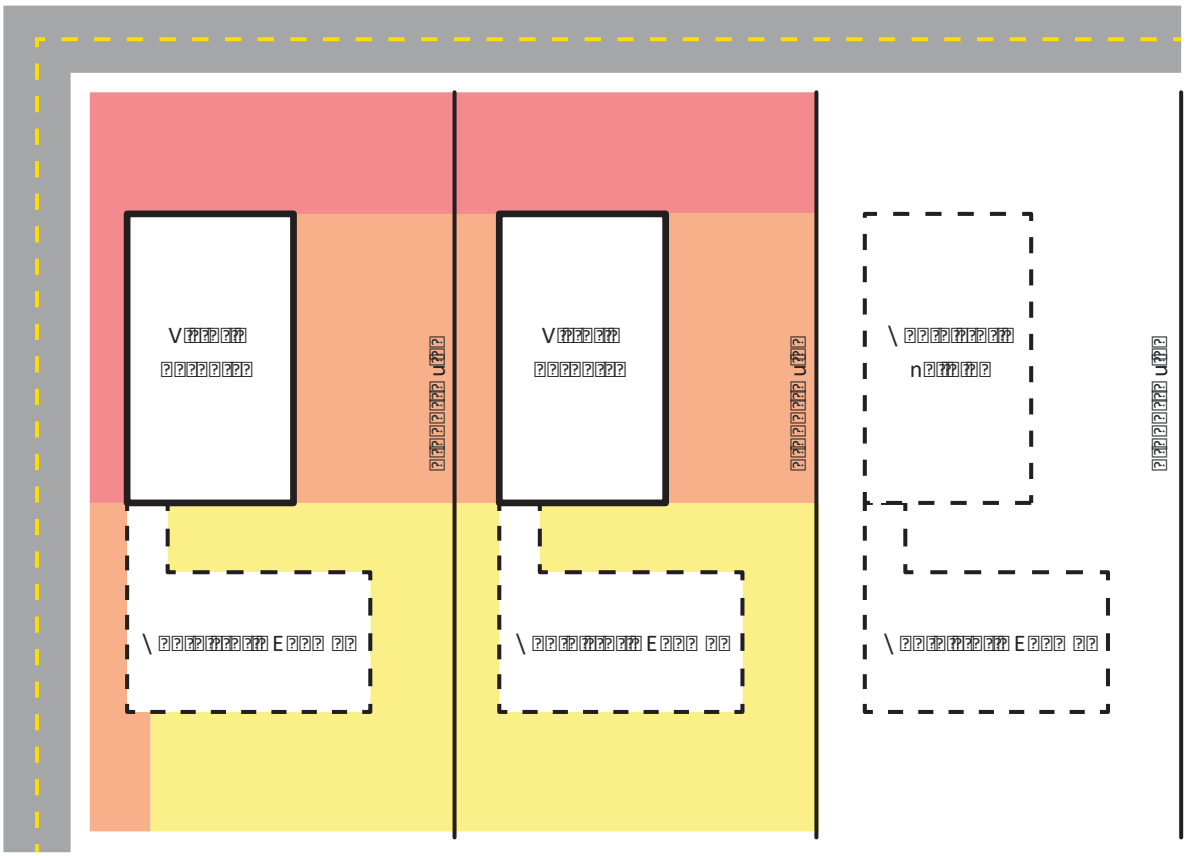
- Staff will review final construction drawings for conformance with the Staff or Commission approval, and approve issuance of a building permit.

Views and Visibility

Zones of Significance

The purpose of the Design Guidelines is to help preserve the character of Redlands' historic resources for the benefit of the greater community. For this reason, the guidelines focus on maintaining original architectural features, details, and materials that are visible to the public from the street or sidewalk immediately adjacent to a property (the public right-of-way).

The following diagram illustrates what areas of a historic property are most important to preserve, according to their level of visibility from the public right-of-way.



portions of the property, such as street-facing façades, should retain all of their original features, details, and materials, to the greatest extent possible.

portions of the property, such as side façades that face away from the street, should retain most of their original features, details, and materials. However, minor alterations that are compatible with the historic character of the property may be acceptable.

portions of the property, such as the rear façade and back yard, provide for the greatest flexibility regarding alterations, such as additions and changes in fenestration.

NOTE: Zones of significance are approximate and deviations may be deemed appropriate by the Historic and Scenic Preservation Commission. Unrestricted areas may include secondary historic resources such as a historic shed or outbuilding. When this occurs, the resources should be treated as moderately significant.

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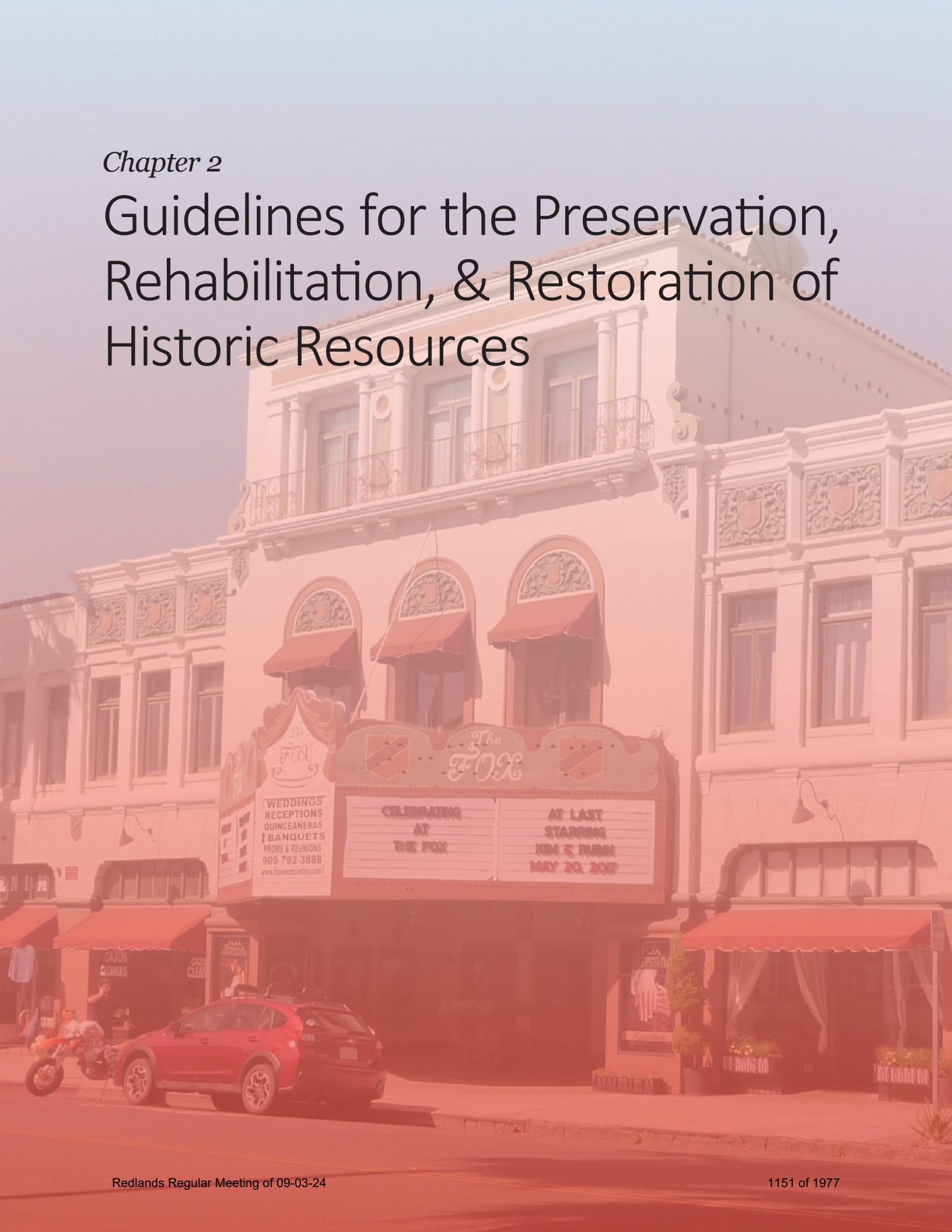
Chapter 2

Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Resources



Chapter Overview

This chapter provides guidelines for the treatment of a broad range of items associated with historic properties, using the *Secretary of the Interior's Standards* to offer options for preservation, maintenance, repair, replacement, and restoration. The guidelines apply to architectural features and details; specific building components like windows, doors, roofs, and foundations; existing additions to historic properties; residential features like porches, ancillary structures, and miscellaneous accessory features; and commercial features including storefronts, awnings/canopies, and signage.

Use This Chapter If...

- You own a historic property and the wall cladding, window(s), door(s), roof, or other exterior features have deteriorated and are in need of repair or replacement.
- You are undertaking a restoration of your historic building to bring it back to its former glory.
- You are interested in adding a new feature, such as a porch, to your historic building in a way that is compatible with the building's historic character.

What's Inside...

Individual Building Components
- Architectural Features & Details
- Windows
- Doors
- Roofs
- Foundations
- Historic Additions

Residential Building Features
- Residential - Porches
- Residential - Ancillary Structures
- Residential - Miscellaneous Accessory Elements

Commercial and Mixed-Use Building Features
- Commercial - Storefronts
- Commercial - Awnings & Canopies
- Commercial - Signage

Architectural Features & Details

Treatment Guidelines

This section addresses the treatment of historic architectural features and details that distinguish and give character to the exterior of a building. Architectural features and details are the distinctive elements that make up a building, as well as the distinctive finishes, trim, and ornament that embellish a building's façade. Examples include projecting eaves, columns, parapets, decorative moldings, and brackets. Similar to historic building materials, architectural features and details help to convey the style, craftsmanship, and development period of a building. Proper treatment is important to preserving the character and integrity of Redlands' historic buildings.

Decorative gingerbread details and multi-colored shingles are defining features of Queen Anne and Stick architecture that should be preserved.

Repair and maintain historic architectural features, such as this cornice, to prolong its life.

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- Preserve architectural features and details that contribute to the overall historic character and style of the building.
- Preserve the location, design, scale, massing, proportion, and materials of historic architectural features and details.
- Avoid covering historic architectural features and details.

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- Maintain historic architectural features and details to prolong their life and protect investments made in their construction and repair. Proper routine maintenance is important to their long-term preservation.
- Routine maintenance may include: securing attachments; cleaning by hand; caulking; scraping, priming, and repainting; polishing; applying protective finishes; or other light treatments.

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- Repair historic architectural features and details when the physical condition warrants additional work.
- Repair work may include: chemical cleaning, high-pressure washing; patching, splicing, or consolidating architectural elements; chemical paint stripping; scraping and repointing joints; or other treatments.
- All repairs should be carried out to match existing historic architectural features and details in material, size, pattern, texture, finish, and overall character.

Architectural Features & Details

Treatment Guidelines

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- Replace historic architectural features and details only when deteriorated beyond repair.
- Replacement architectural features and details should be replicated from existing historic features and details to match in material, size, pattern, texture, finish, and overall character.
- Use of alternative compatible materials may be appropriate on secondary façades, not readily visible from the public right-of-way.

Restore historic architectural features that are missing or are covered up.

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- Restore historic architectural features and details that are missing or covered up.
- Restoration may include the replacement of missing historic architectural features or details, based on physical or historic documentation, with the same materials or compatible substitutes.
- Restoration may include the removal of non-historic material or features in order to uncover historic features or details.

Avoid adding new features that are not appropriate to the architectural style of a building, such as classical columns on a Ranch style house.

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- Avoid adding new historic architectural features and details where they did not exist historically, as this may convey a false sense of history or may change the architectural style of the building.
- If new features or details are required as part of a compatible addition or alteration, they should match with the overall historic character of the building in material, scale, pattern, texture, and finish.

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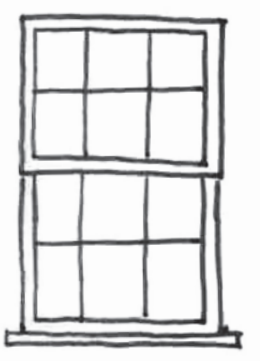
NPS Preservation Brief 17: Architectural Character - Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character

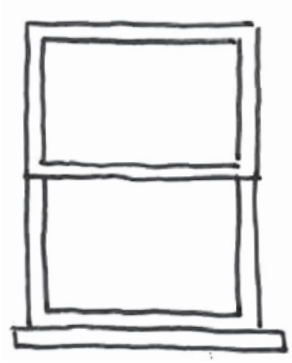
Windows

Historic Window Types Seen in Redlands

This section addresses the treatment of historic windows and the variety of window types that exist in Redlands. Windows, especially at the primary façade(s), are one of the most significant architectural features of a building. They typically comprise a large portion of the façade and help define the vertical and horizontal orientation of the building. The main components of a window, including the sash (rails, stiles, muntins), mullions, frame, sill, surround, glazing, transom, and apron, are all integral to its design. The size, design, configuration, operation, materials, profiles, details, and finish of a building's windows help convey its style and development period. Proper treatment of historic windows is important to preserving the character and integrity of historic buildings in Redlands.

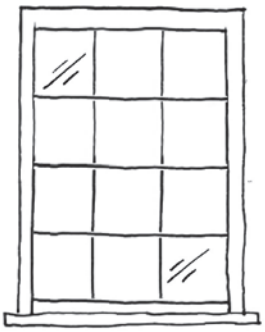


double hung (6/6)

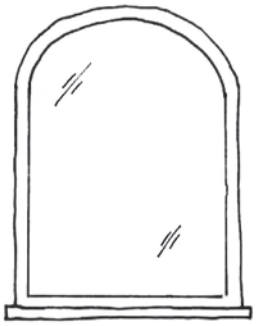


double hung (1/1)

casement



fixed (non-operable)



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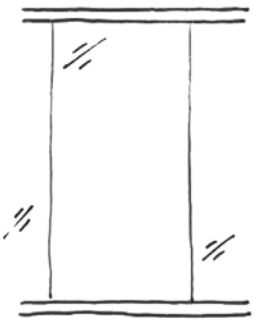
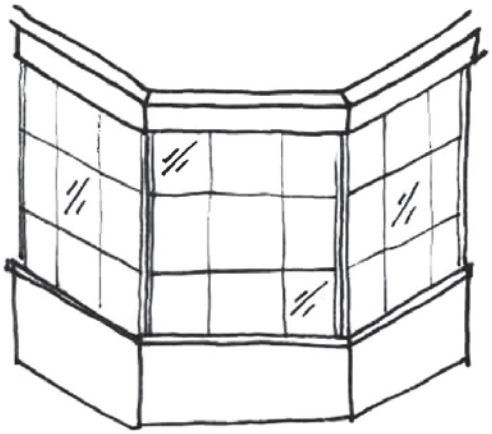


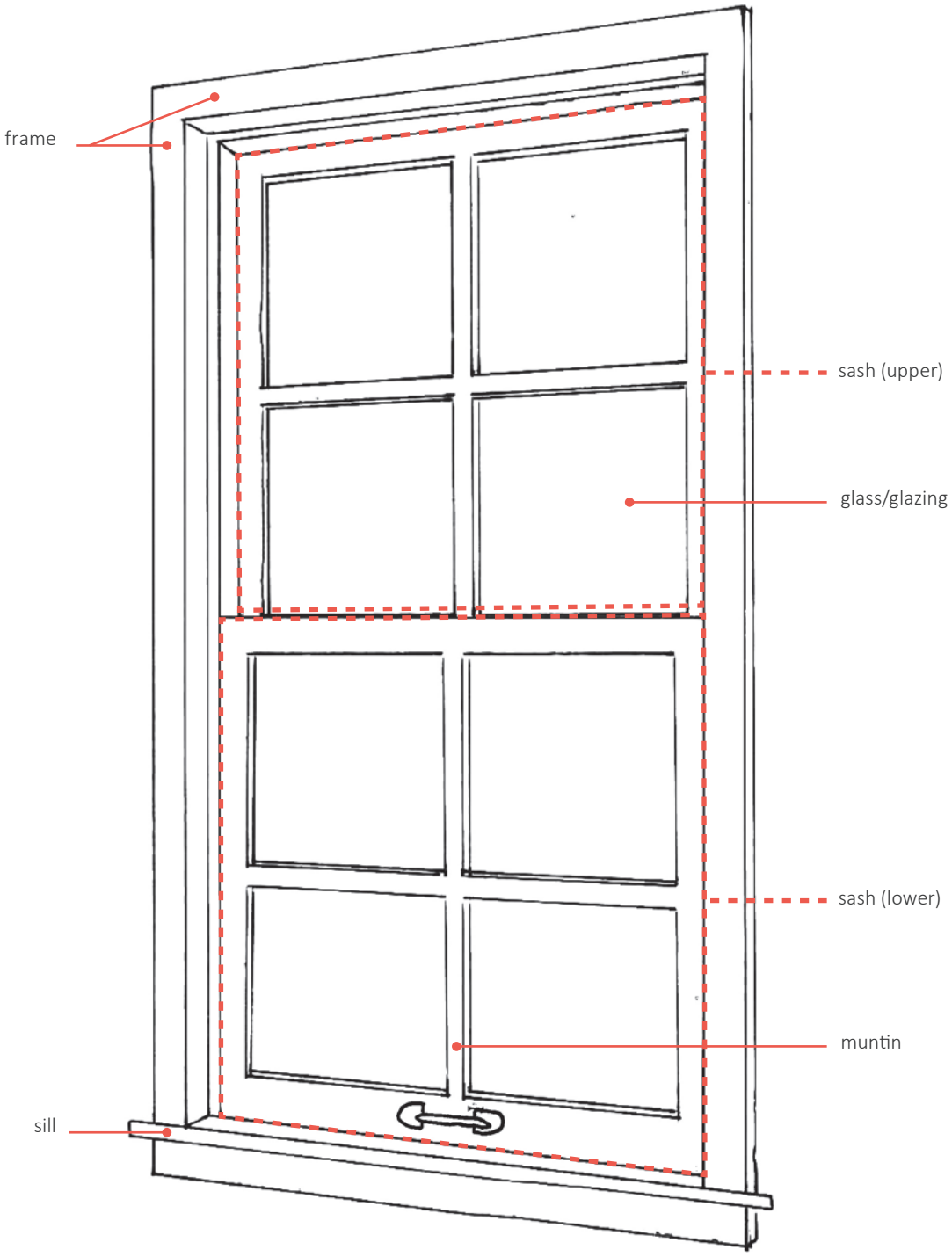
mitered/butt-glazed



bay

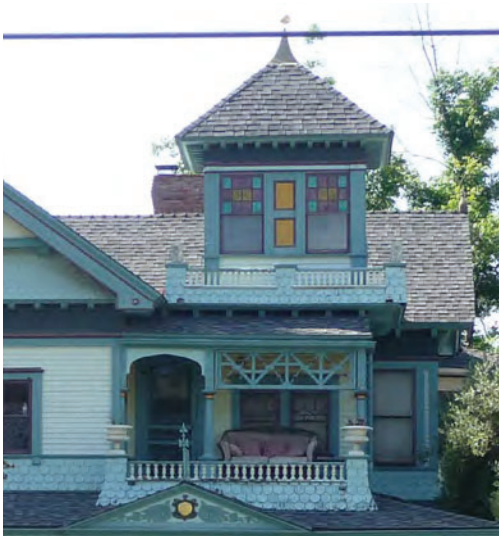
Windows

Historic Window Components



Windows

Treatment Guidelines



Stained or leaded glass windows are unique architectural features that should be preserved.

Repair historic windows when the physical condition warrants additional work.

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- A historic window is an important architectural feature that should be preserved.
- Preserve the location, number, and arrangement of historic windows, particularly at a building's primary façade and those most visible from the public right-of-way.
- Preserve a historic window's materials (i.e. glass, wood, metal) and components, including its surround, frame, sash, hardware, and glazing.
- Avoid infilling a historic window opening.
- Prioritize the preservation of stained or leaded glass, or corner steel windows, which are rare and unusual.

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- Maintain a historic window to prolong its life and protect investments made in its construction and repair. Proper routine maintenance is important to the long-term preservation of a historic window and its components.
- Routine maintenance may include: cleaning by hand; applying new glazing putty; scraping, priming, and repainting; applying protective finishes; securing or lubricating hinges or hardware to maintain operability; weather-stripping; or other light treatments.

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- Repair a historic window when the physical condition warrants additional work.
- Repair work may include: replacing cracked or broken glass; patching, splicing, or consolidating elements such as the surround, frame, and muntins; or other treatments.
- Repair work may include the limited in-kind replacement of extensively deteriorated or missing window components.
- All repairs should be carried out to match an existing historic window in size, design, configuration, operation, materials, profiles, details, and finish.

Windows

Treatment Guidelines

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- Replace a historic window only when it is deteriorated beyond repair.
- A replacement window should be replicated from an existing historic window to match the size, design, configuration, operation, materials, profiles, details, and finish.
- Match the exterior profiles and dimensions of the historic window as closely as possible. The original window opening and surround should not be altered to accommodate a larger or smaller window.
- Clear glazing should be replaced with clear glazing, and tinted glazing with tinted glazing, with transparency matching that of the historic glass. Consider replacing clear glass with clear low-e glazing.

Refer to the "Energy Conservation and Environmental Sustainability" section of Ch. 4 - Systems, Accessibility, and Sustainability for more information about energy improvements to historic glazing.

- Use of alternative configurations or compatible materials may be appropriate on secondary façades, not readily visible from the public right-of-way.

If window replacement is necessary, maintain the historic size, shape, and profiles of historic window openings.

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- Restore a historic window that is missing, infilled, or altered.
- Restoration may include the replacement of a missing window, based on physical or historic documentation, to match the size, design, configuration, operation, materials, profile, details, and finish as closely as possible.

Restore a historic window that is missing, infilled, or altered.

Windows

Treatment Guidelines

Avoid altering the size or shape of historic window openings on the primary façade of the building.

Avoid replacing windows with stock items that are incompatible with the historic materials or colors of the building.

E[illegible] [illegible] E[illegible] [illegible]

- It may be appropriate to alter or add a new window when the original is missing or if it is required for the continued use or adaptive reuse of a building.
- If a new window is required, it should preferably be constructed at secondary façades, not readily visible from the public right-of-way.
- New windows should be compatible in scale, style, and material to the overall building or similar buildings in age and type, but contemporary in design, so as not to create a false sense of history.
- Consider fixing an existing window in place rather than enclosing/infilling. An enclosed window should maintain a reveal of the historic opening.
- An expanded or new window should be compatible with the location, pattern, scale, and proportions of the other openings on the façade.
- Significantly increasing or decreasing the solid to void ratio of the façade detracts from the historic character of the building and should be avoided.
- Retention and reuse of remaining surrounds and painting windows in a historic color are encouraged.

[illegible]

NPS Preservation Brief 9: The Repair of Historic Wooden Windows

NPS Preservation Brief 13: The Repair and Thermal Upgrading of Historic Steel Windows

NPS Preservation Brief 33: The Preservation and Repair of Historic Stained and Leaded Glass

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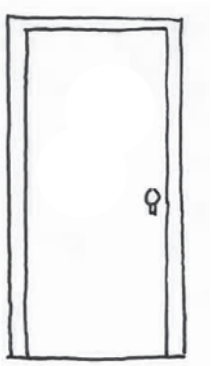
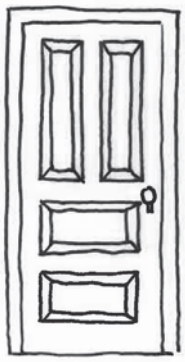
Doors

Historic Door Types Seen in Redlands

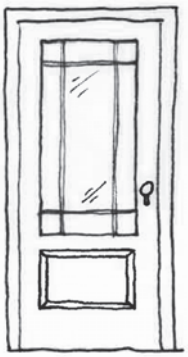
This section addresses the treatment of historic doors and the variety of door types that exist in Redlands. Doors, especially at the primary façade, are significant architectural features of a building. They typically relate to the window pattern and mark the main entrance and important points of egress. The main components of a door, including the paneling, hardware, frame, glazing, threshold, transom, and sidelights, are all integral to its design. The design, configuration, materials, details, and finish of doors help convey the style and development period of a building. Thus, proper treatment of historic doors is important to preserving the character and integrity of historic buildings in Redlands.



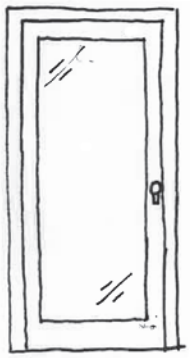
slab



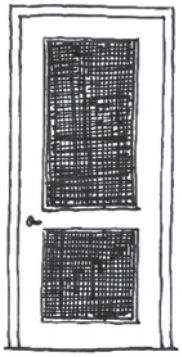
paneled



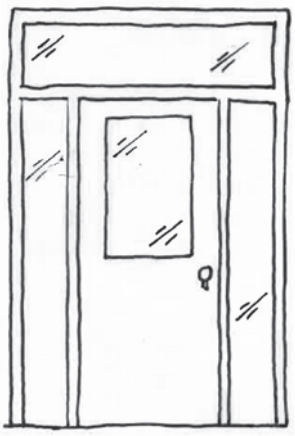
partially glazed



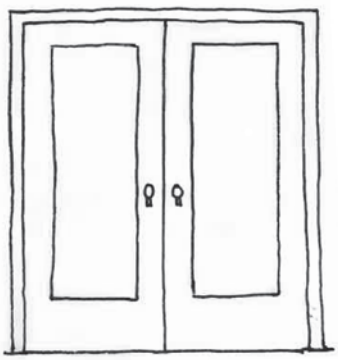
fully glazed



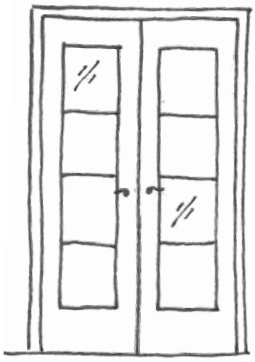
screen door



door with sidelights and transom



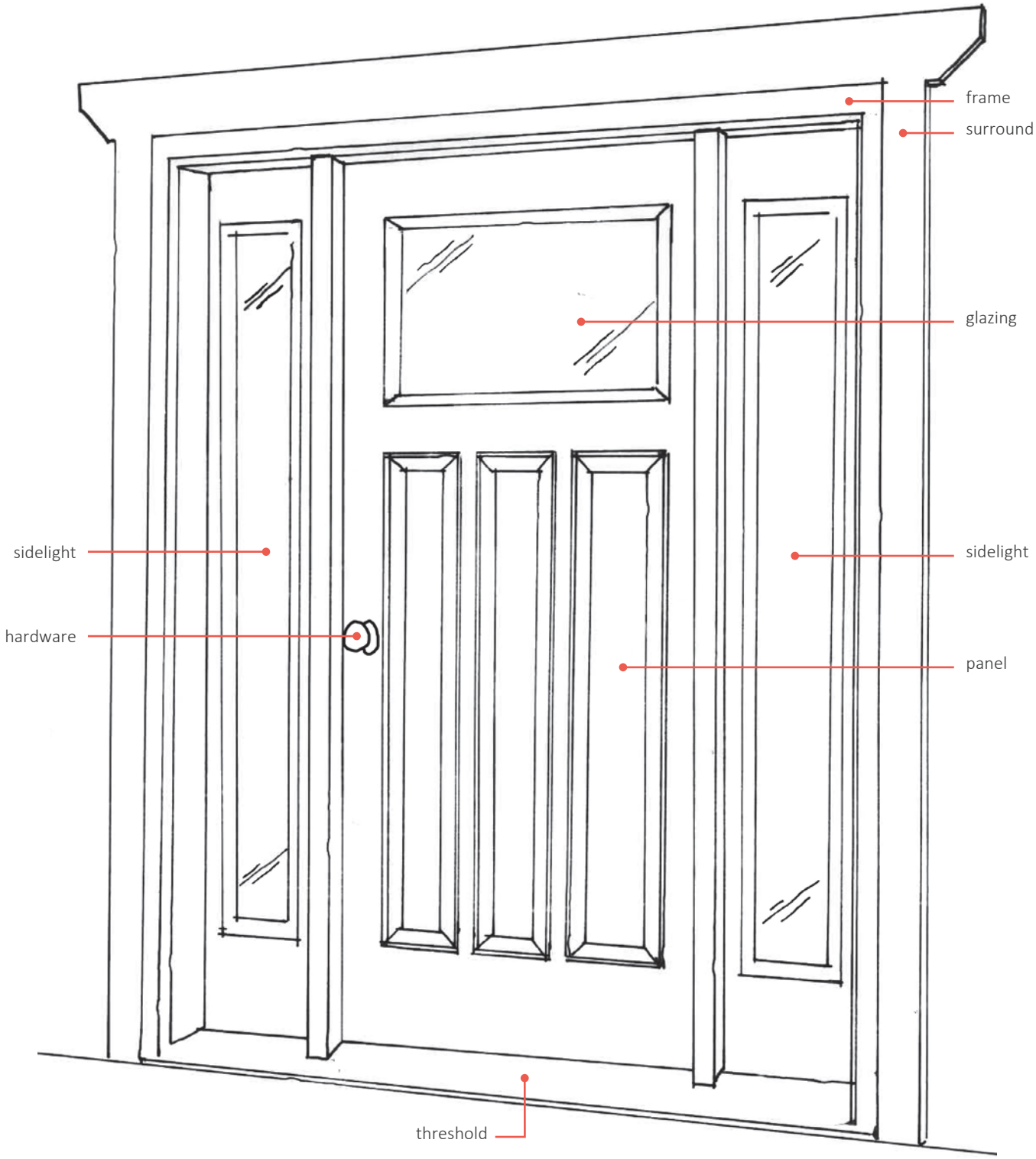
double doors



french doors

Doors

Historic Door Components



Doors

Treatment Guidelines

Paired wood slab doors are an important architectural feature of this Contemporary Ranch style house.

Maintenance, such as repainting and adding new glazing putty, will prolong the life of a historic door.

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- A historic door is an important architectural feature that should be preserved.
- Preserve the location, number, and arrangement of historic doors, particularly at a building's primary façade and those most visible from the public right-of-way.
- Preserve a historic door's materials (i.e. glass, wood, metal) and components, including its surround, frame, paneling, hardware, and glazing.
- Avoid filling in a historic door opening.
- Prioritize the preservation of doors with special glazing or shapes that are especially rare and unusual.

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- Maintain a historic door to prolong its life and to protect investments made in its construction and repair. Proper routine maintenance is important to the long-term preservation of a historic door and its components.
- Routine maintenance may include: cleaning by hand; applying new glazing putty (if the door has glazing); scraping, priming, and repainting; applying protective finishes; securing or lubricating hinges or hardware to maintain operability; weather-stripping; or other light treatments.

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- Repair a historic door when the physical condition warrants additional work.
- Repair work may include: replacing cracked or broken glass; patching, splicing, or consolidating elements such as the frame and surround; chemical paint stripping; or other treatments.
- Repair work may include the limited, in-kind replacement of extensively deteriorated or missing door components.
- All repair work should be compatible with an existing historic door in size, design, configuration, operation, materials, profiles, details, and finish.

Doors

Treatment Guidelines

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- Replace a historic door only when it is deteriorated beyond repair.
- A replacement door should be replicated from an existing historic door to match the size, design, configuration, operation, materials, profiles, details, and finish. The original door opening and surround should not be altered to accommodate a larger or smaller door.
- Clear glazing should be replaced with clear glazing, and tinted glazing with tinted glazing, with transparency matching that of the historic glass. Consider replacing clear glass with clear low-e glazing.

Refer to the "Energy Conservation and Environmental Sustainability" section of Ch. 4 - Systems, Accessibility, and Sustainability for more information about energy improvements to historic glazing.

- Use of alternative compatible materials may be appropriate on secondary façades, not readily visible from the public right-of-way.

Restore a historic door that is missing, infilled, or altered.

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- Restore a historic door that is missing, infilled, or altered.
- Restoration may include the replacement of a missing door, based on physical or historic documentation, to match the size, design, configuration, operation, materials, profile, details, and finish as closely as possible.

Doors

Treatment Guidelines

An example of a historically compatible screen door.

Avoid installing a metal security door that obscures the original historic door from view.

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- It may be appropriate to alter or add a new door when the original is missing or if it is required for the continued use or adaptive reuse of a building.
- If a new door is required, it should be compatible in scale, style, and material to the overall building or similar buildings in age and type, but contemporary in design so as not to create a false sense of history.
- A new door should be constructed at secondary façades, not readily visible from the public right-of-way, if possible.
- Consider fixing an existing door in place rather than enclosing/ infilling. An enclosed door should maintain a reveal of the historic opening.
- An expanded or new door should be compatible with the location, pattern, scale, and proportions of the other openings on the façade.
- Significantly increasing or decreasing the solid to void ratio of the façade detracts from the historic character of the building and should be avoided.
- Retention and reuse of any remaining original fabric such as surrounds or hardware is encouraged.

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NPS Interpreting the Standards Bulletin No. 4: Inappropriate Replacement Doors

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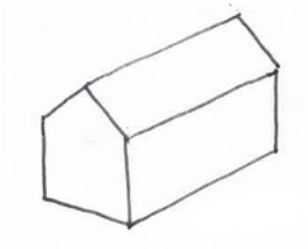
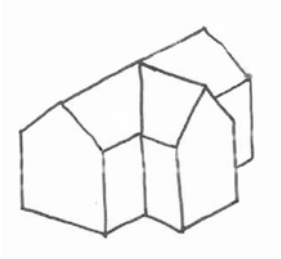
Roofs

Historic Roof Types

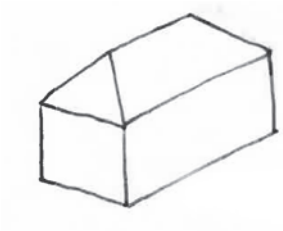
This section addresses the treatment of roofs and the variety of roof types that exist in Redlands. Roofs are a significant functional and distinguishing feature of a building. Roofs shelter the building from exterior environmental elements and serve as the overarching protection for all of the building's materials and features. Aesthetically, roofs define the form and massing of a building. The main components of a roof, including its structure, underlayment, flashing, gutters, covering (i.e. shingles, tiles), parapets, and trim, as well as its smaller architectural features, such as its eaves, chimney, dormers, and skylights, are all integral to the roof's design. The pitch, shape (i.e. gable, hipped, cross-gable, gambrel, mansard, or flat), materials (i.e. clay, wood, slate, or metal), pattern, profiles, color, and details of a roof all help convey the style and development period of a building. Proper treatment of historic roofs is important to preserving the character and integrity of historic buildings in Redlands.



gable



cross-gable



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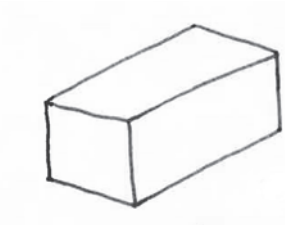
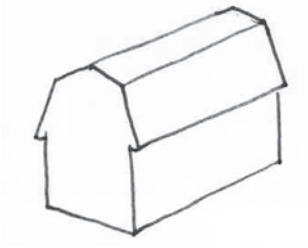
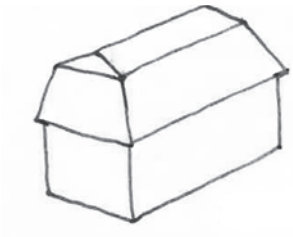


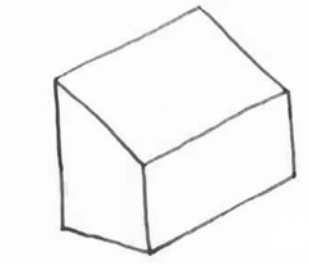
flat



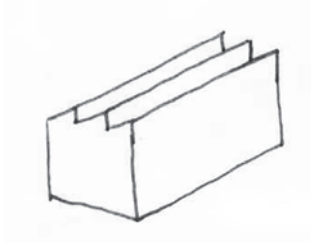
gambrel



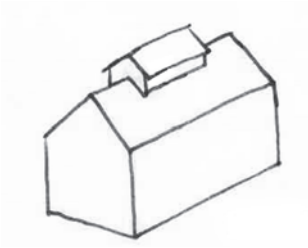
mansard



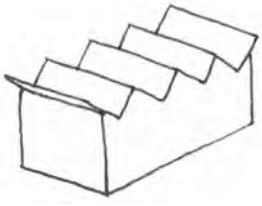
shed



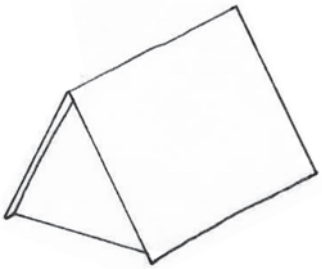
sawtooth



monitor



folded plate

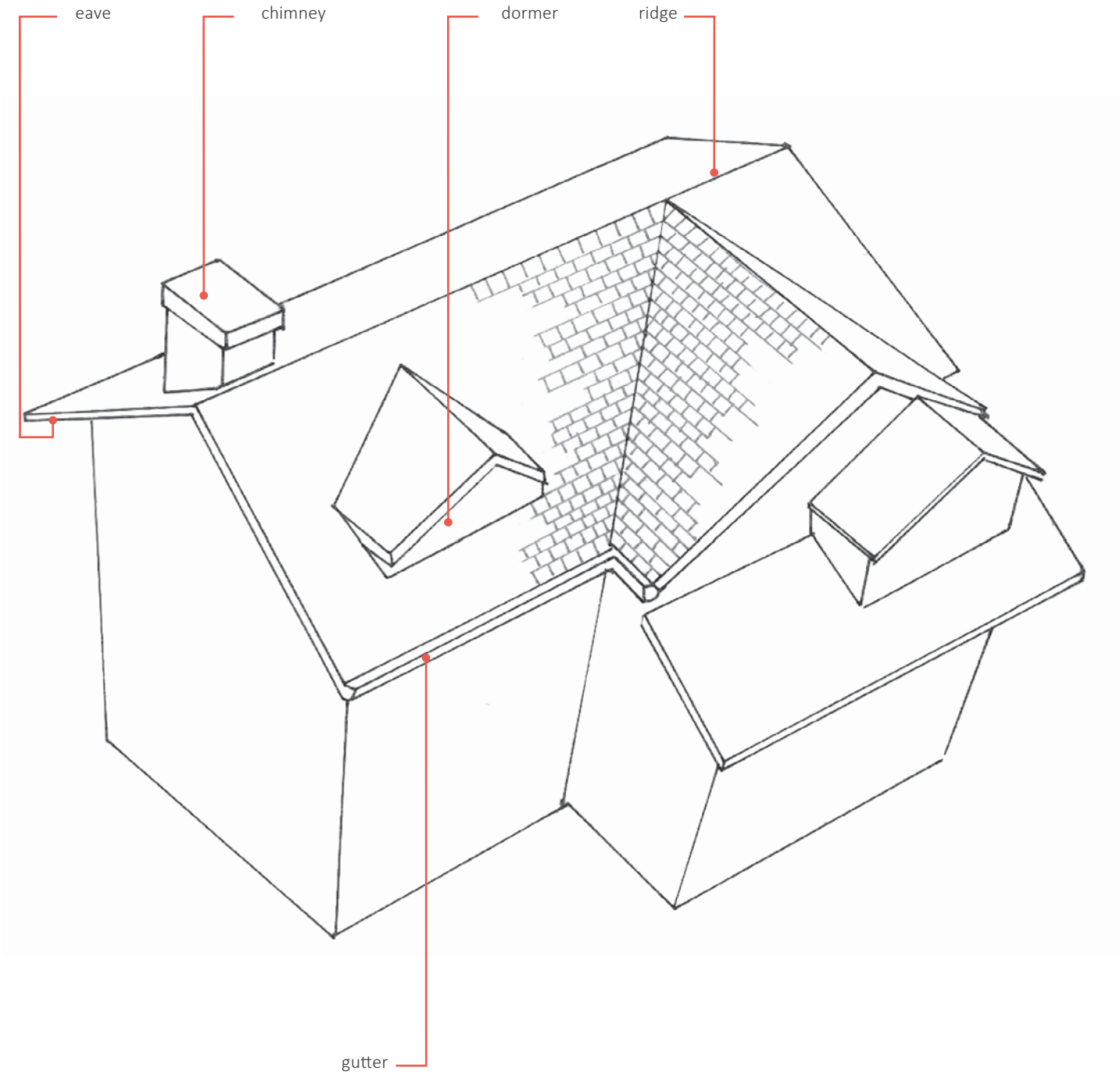


A-frame

conical

Roofs

Historic Roof Components



Roofs

Treatment Guidelines

A gambrel roof is an important architectural feature of this Shingle style building and should be preserved.

Routine maintenance is the key to preserving a wood shingle roof.

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- A historic roof is an important architectural feature that should be preserved.
- Preserve the original massing, form, design, and materials of a historic roof and its components.
- Prioritize the preservation of rare and unique roof types such as Mission-style roofs with sculptured parapets, Mid-Century Modern-style roofs with prominent curves, and industrial roof types/features, including sawtooth roofs and roof monitors.

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- Maintain a historic roof to prolong its life and protect investments made in its construction and repair. Proper routine maintenance is important to the long-term preservation of a historic roof, its materials components, and the building it shelters.
- Routine maintenance may include: inspecting for damage, cleaning gutters, remediating insect or bird nesting, removing vegetation growth, securing shingles, applying protective finishes, waterproofing, or other light treatments.
- Maintenance may include applying a temporary covering to protect a roof in need of repair.

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- Repair a historic roof when the physical condition of materials or components warrants additional work.
- Repair work may include patching holes or seams, resetting shingles or tiles, spreading new gravel, or other treatments. Seek the gentlest repair solution possible.
- Repair work may include limited, in-kind replacement of extensively deteriorated or missing roof shingles, tiles, flashing, or other roof components.
- All repair work should be compatible with an existing historic roof in design, materials, profile, color, and details. New shingles/tiles should match the color and “aged” appearance of the historic and small-scale mixing of the new and old will provide a more unified appearance of the patched area.

Roofs

Treatment Guidelines

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- Replace a historic roof only when it is deteriorated beyond repair.
- A replacement roof should match the existing historic roof in form, massing, materials, profiles, color, and details. The reinstallation of any salvageable tiles or shingles along with the new should be prioritized.
- Use of alternative compatible materials may be appropriate if the historic materials are not available, infeasible, or not visible, such as on a flat roof.
- New roofing material may also be appropriate when the historic material is against building code standards. For example, wood shingles, which are not compatible with modern fire code, may be treated with a fire retardant or replaced with composite shingles that closely match in size, profile, and color.
- Use of alternative compatible materials may be appropriate if the historic materials are not available, infeasible, non-visible, or against building code standards.

Replace a historic roof only when it is deteriorated beyond repair.

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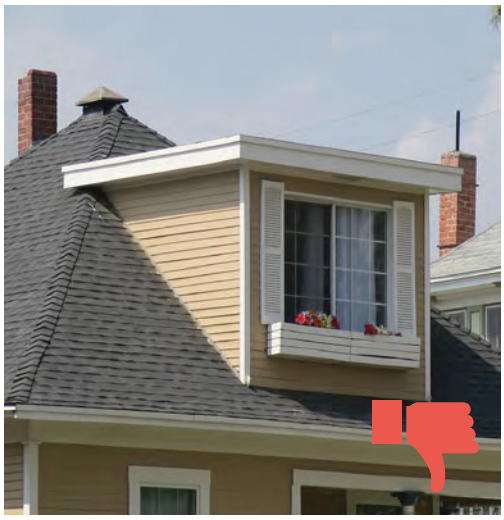
- Restore a historic roof that is missing or altered.
- Restoration may include the replacement of a missing roof or roof features, based on physical or historic documentation, to match the form, materials, profiles, color, and details as closely as possible.

New roof tiles or shingles should match the material, size, profile, and color of the historic roof as closely as possible.

Roofs

Treatment Guidelines



Avoid adding new roof features that are not compatible with the scale and style of the historic roof and overall building.

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- It may be appropriate to alter or add a new component on a roof, such as a chimney, dormer, or skylight, if the original is missing or if it is required for the continued use or adaptive reuse of a building.
- If a new roof component is required, it should be compatible in scale, style, and material to the overall building or similar buildings in age and type, but contemporary in design so as not to create a false sense of history.
- Prominent new design features, such as skylights or dormers, should be constructed at a secondary side of the roof, not readily visible from the public right-of-way. They should fit within the roof plane and match the profile and style of the roof.
- New utility features, such as satellite dishes, HVAC systems, or antennas, should be constructed at a secondary side of the roof, not readily visible from the public right-of-way and attached at the lowest level of the roof possible.
- Retention and reuse of any remaining original fabric is encouraged.

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NPS Preservation Brief 4: Roofing for Historic Buildings

NPS Preservation Brief 19: The Repair and Replacement of Historic Wood Shingle Roofs

NPS Preservation Brief 29: The Repair, Replacement and Maintenance of Slate Roofs

NPS Preservation Brief 30: The Preservation and Repair of Historic Clay Tile Roofs

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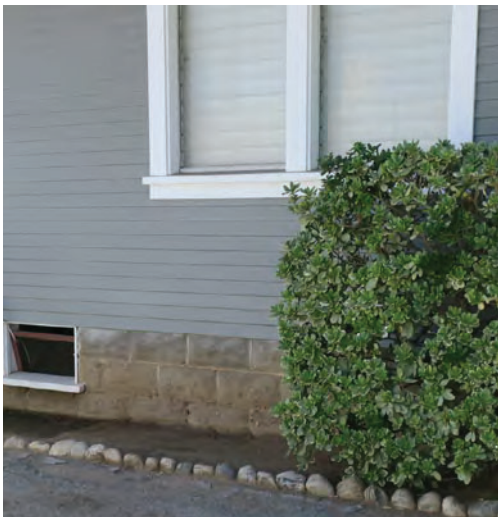
Foundations

Treatment Guidelines

This section addresses the treatment of historic visible foundation walls, which contribute to the architectural character of many buildings in Redlands. Foundations are the basis for a building's structure, separating the lower façade from the ground and framing the building against it. Foundation walls are typically constructed of stone, brick, or concrete and measure 1-3 feet from the ground. They may be flush, proud, or recessed in relation to the façade, and they may feature windows or vents. The form, materials, profiles, color, and features of a foundation wall help to convey the style and development period of a building. Thus, proper treatment of historic foundations is important to preserving the character and integrity of historic buildings in Redlands.

Arroyo stone foundations are an important architectural feature of many historic houses in Redlands and should be preserved.



Routine maintenance, such as cleaning and repointing, is important to prolong the life of a historic foundation.

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- A foundation is an important architectural feature that should be preserved.
- Preserve the original form, profile, materials, and details of a historic foundation.
- Avoid covering a historic foundation with new materials or painting a foundation that was originally unpainted.

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- Maintain a historic foundation to prolong its life and to maintain the building's structural capacity. Proper routine maintenance is important to the long-term preservation of a historic foundation, its material components, and the building it supports.
- Routine maintenance may include: cleaning by hand; low-pressure washing; repointing mortar joints at brick or stone foundations; scraping, priming, and repainting originally painted foundations; waterproofing; applying protective finishes; or other light treatments.
- Avoid planting too close to the foundation, as plants may cause drainage issues and/or structural damage.

Emergency Situations

Emergency situations, such as fire, flood, or earthquake, can pose serious risks of damage to or loss of historic buildings. In these situations, immediate intervention may be warranted - the owner should take all reasonable actions to preserve the property, recognizing that strict adherence to treatment guidelines may not be possible.

Foundations

Treatment Guidelines

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- Repair a historic foundation when the physical condition of materials or features warrants additional work.
- Repair work may include: chemical cleaning, high-pressure washing, patching, or other treatments. Seek the gentlest repair solution possible.
- Repair work may include the limited, in-kind replacement of extensively deteriorated or missing materials or components.
- All repair work should be compatible with an existing historic foundation in form, profile, materials, and details.

A cast stone foundation that is in need of repair.

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- Replace a historic foundation only when it is deteriorated beyond repair.
- A replacement foundation should match an existing historic foundation in form, profile, height, materials, and details.
- Use of alternative compatible materials may be appropriate if the historic building materials are not available, infeasible, or against building code standards.

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- Restore a historic foundation that is missing or altered.
- Restoration may include the replacement of a missing foundation based on physical historic documentation, to match the form, materials, profiles, and details as closely as possible.

Historic Additions

Treatment Guidelines

This section addresses the treatment of historic additions to buildings in Redlands. Additions that were constructed very early in a building's history, such as a kitchen or sunroom added or enclosed from a porch, tell the story of the building's development, and may be significant features in their own right. Unifying the architectural features or details on a historic addition to match the original building may convey a false sense of history or change the style of the historic addition. Similar to the main building, proper treatment of a historic addition is important to preserving the character and integrity of historic resources in Redlands.

Existing additions that were constructed in the recent past and are not compatible with the historic character of the building, or have altered or obscured character-defining features, should be removed, if possible, without damaging the historic building. For information regarding new additions, refer to Ch. 5 - Guidelines for New Additions.

This porch addition tells the story of the building's development over time and should be preserved.

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- A historic addition is an important architectural feature that should be preserved.
- Preserve the historic location, design, massing, form, materials, features, and details of the historic addition.
- Avoid demolishing a historic addition that was constructed during the property's period of significance.
- Avoid unifying the historic addition with the design of the primary building, as this would convey a false sense of history.

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- Maintain a historic addition to prolong its life and protect investments made in its construction and repair. Proper routine maintenance is important to the long-term preservation of a historic addition and its material components.

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- Repair a historic addition when the physical condition of its components and decorative details warrants additional work.
- All repair work should match the materials and finishes of the existing historic architectural features and details as closely as possible.

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials for additional information regarding appropriate repair and maintenance of a historic addition's materials.

Historic Additions

Treatment Guidelines

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- Replace a historic addition's architectural features and details only when materials are deteriorated beyond repair.
- Replacement architectural features and details should be replicated from existing historic features and details to match the material, size, pattern, texture, finish, and overall character.
- Use of alternative compatible materials may be appropriate on secondary façades, not readily visible from the public right-of-way.

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- Restore a historic addition's architectural features and details that are missing or covered up.
- Restoration may include the replacement of completely missing historic architectural features or details, such as a door or window, based on physical or historic documentation, with the same materials or compatible substitutes.

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- It may be appropriate to construct new architectural features or details at a historic addition if its original components are missing and cannot be discovered from historic documentation, or if it is required for the continued use or adaptive reuse of a building.
- If a new feature is required, it should be compatible in scale, style, and material to the overall building or similar buildings in age and type, but contemporary in design so as not to create a false sense of history.
- New features should be constructed at secondary façades, not readily visible from the public right-of-way, if possible.
- Reuse of any remaining original fabric is encouraged.
- During alterations or new construction, precautions should be taken to protect the materials, features, and details of the remaining historic addition and adjacent historic buildings on the site.

Note: Additions/Demolitions are covered under Ch. 5 - Guidelines for New Additions.

A historic rear addition.

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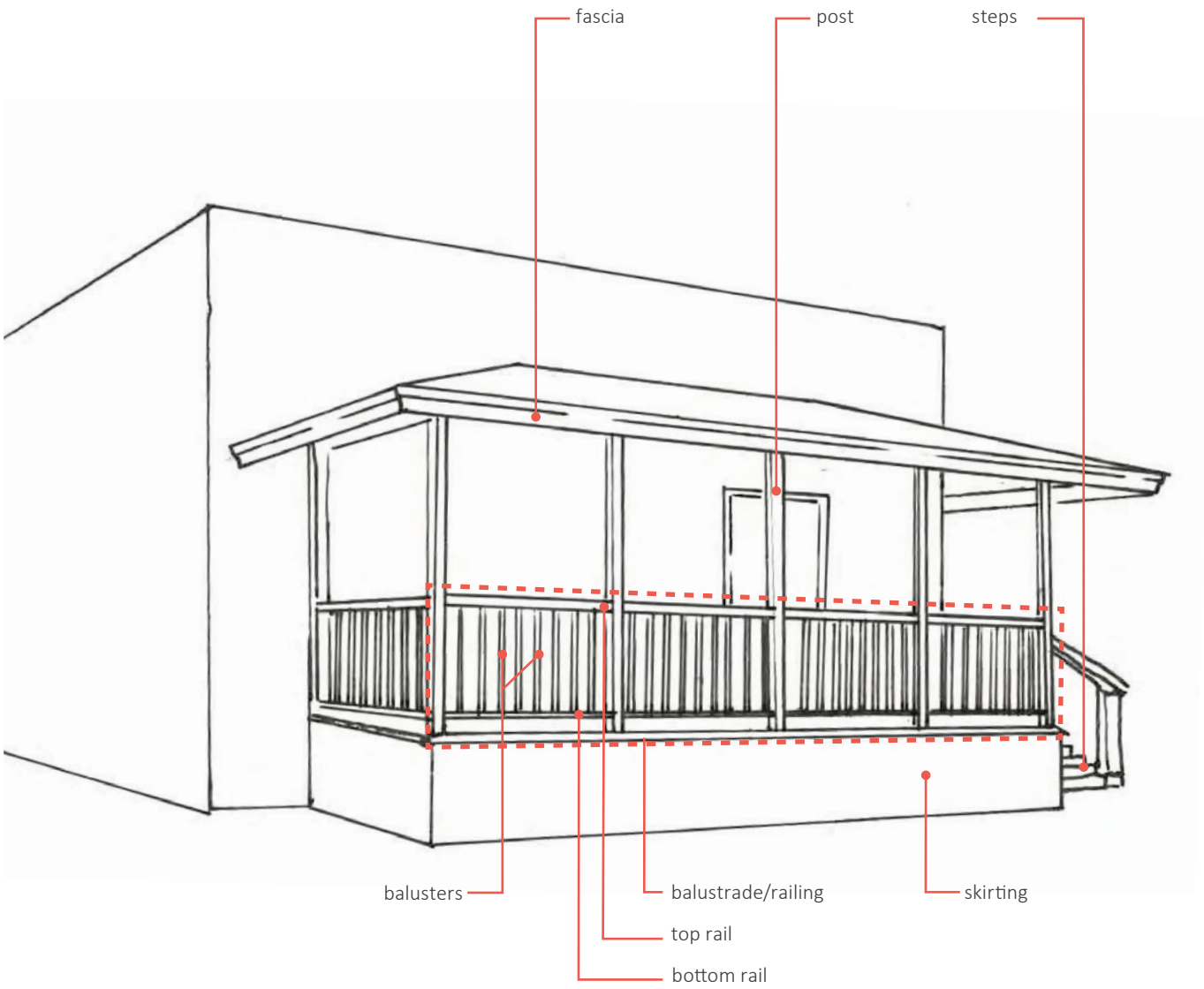
NPS Preservation Brief 14: New Exterior Additions to Historic Buildings: Preservation Concerns

Residential - Porches

Historic Porch Components

This section addresses the treatment of porches and the variety of porch types that exist in Redlands. Porches are prominent residential architectural features that project from the front, side, or rear of a building and help frame the primary façade(s) and main entrance. For the purposes of this document, the term “porch” includes stoops, patios, porticos, and entrance courtyards as well as partial-width and full-width porches. Porches provide weather protection, privacy, architectural definition, and separation between the street and residence. Their design, materials, scale, and details help convey the style and development period of a building, although these elements may vary widely between different architectural styles. Proper treatment of historic porches and their components is important to preserving the character and integrity of historic buildings in Redlands.

Porch Components:



Residential - Porches

Treatment Guidelines

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- A historic porch is an important feature of residential architecture that should be preserved.
- Preserve the location, design, massing, form, and decorative features of a historic porch.
- Preserve a historic porch's materials (i.e. wood, metal, masonry) and components, including its roof, decking, supports, balustrade, steps, and skirting.
- Avoid enclosing or removing a historic porch, particularly if the porch is on a primary façade and serves as a primary entrance.
- Avoid removing a historic porch enclosure; for example, a screened sleeping porch is a character-defining feature.

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- Maintain a historic porch to prolong its life and protect investments made in its construction and repair. Proper routing maintenance is important to the long-term preservation of a historic porch and its components.
- Maintain the historic path of egress (i.e. steps, stairs, walkway) to the porch.

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- Repair a historic porch when the physical condition warrants additional work.
- Repair work may include the limited replacement of extensively deteriorated or missing porch components (i.e. wood decking, balusters, brackets) with in-kind or compatible substitute materials.
- All repair work should be compatible with existing historic porch components in design, scale, material, and finish.

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- Replace a historic porch and/or porch components only when deteriorated beyond repair.
- Replacement architectural features and details should match existing historic features and details in location, design, massing, form, and materials as closely as possible.

A porch is an important feature of historic residential architecture that should be preserved.

Preserve the location, massing, form, materials, and decorative features of a historic porch.

Residential - Porches

Treatment Guidelines

Restore non-historic porch components, such as these piers supporting original porch columns, to their original condition.

Avoid enclosing a historic porch at the primary entrance to the building.

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National Park Service Preservation Brief 45: Preserving Historic Wood Porches

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- Use of alternative compatible materials may be appropriate at historic porches located at the rear or secondary façades, not readily visible from the public right-of-way.

Refer to the "Architectural Features and Details" section of this chapter and Ch. 3 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials for additional information regarding appropriate replacement of a historic porch.

[illegible]

- Restore non-historic porch components and decorative features to their original condition.
- Restoration may include the replacement of completely missing historic architectural features or details, such as stairs or railing, based on physical or historic documentation, with the same materials or compatible substitutes.
- Avoid adding conjectural features that may create a false sense of history.

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- It may be appropriate to alter, enclose, or construct a new porch if it is required for the continued use or adaptive reuse of a building.
- The new or altered porch should be installed at a secondary façade in a manner that preserves the historic character of the building.
- The new or altered porch should be compatible in scale, style, and material to the building and any existing historic porches, but contemporary in design so as not to create a false sense of history.
- A new porch should be smaller in footprint and set back from the edges of the façade or existing historic porch to establish a subordinate relationship.
- A new porch enclosure should be installed behind the predominant porch structure (i.e. post, railings).

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Residential - Ancillary Structures

Treatment Guidelines

This section addresses the treatment of historic ancillary structures. In Redlands, ancillary structures typically include garages, carriage houses, porte-cochères, or storage sheds. These structures may be attached to the main building or located at the side or rear of the property. They may have been part of the building's original construction or added at an early date. Their design typically relates to the main building in style, form, material, and finish, although the design of an ancillary structure is usually simple in comparison to the main building. Similar to the main building, proper treatment of historic ancillary structures is important to preserving the character and integrity of historic resources in Redlands. However, due to their secondary, subordinate nature, there is greater flexibility in their treatment.

This porte-cochère is a historic ancillary structure that should be preserved.

Routine maintenance, such as painting, is important to the preservation of a historic ancillary structure.

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- A historic ancillary structure is an important residential architectural components worthy of preservation.
- Preserve the location, design, massing, form, materials, and details of a historic ancillary structure.
- Avoid demolishing a historic ancillary structure, as its existence helps to convey the primary building's history.

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- Maintain a historic ancillary structure to prolong its life and protect investments made in its construction and repair. Proper routine maintenance is important to the long-term preservation of a historic ancillary structure and its components.
- Maintain a historic ancillary structure's relationship and connection (i.e. path of egress) to the primary building.

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- Repair a historic ancillary structure when the physical condition warrants additional work.
- All repair work should match the materials and finishes of the existing historic architectural features and details as closely as possible.

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials for additional information regarding appropriate maintenance and repair of a historic ancillary structure's materials.

Residential - Ancillary Structures

Treatment Guidelines

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- Replace a historic ancillary structure's features and details only when materials are deteriorated beyond repair.
- Replacement architectural features and details should be replicated from existing historic features and details to match the material, size, pattern, texture, finish, and overall character.
- Use of alternative compatible materials may be appropriate at historic ancillary structures located at the rear or secondary façades, not readily visible from the public right-of-way.

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- Restore non-historic components on an ancillary structure to their original condition.
- Restoration may include the replacement of completely missing historic architectural features or details, such as garage doors, based on physical or historic documentation, with the same materials or compatible substitutes.
- Avoid adding conjectural features that may create a false sense of history.

Restore a historic ancillary structure's missing components, such as historic garage doors or infilled openings.

Residential - Ancillary Structures

Treatment Guidelines

Avoid altering an ancillary structure in a way that obscures its historic character.

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- It may be appropriate to alter or construct new architectural features or details at a historic ancillary structure if its original components are missing and cannot be discovered from historic documentation, or if it is required for the continued use or adaptive reuse of a building.
- New features should be constructed at a secondary façade, not readily visible from the public right-of-way, if possible.
- If converting a garage for residential occupancy, consider fixing the existing garage door in place rather than enclosing/infilling at the exterior.
- It may be appropriate to expand, connect, or construct an addition at an ancillary structure if required for the continued use of the building. This solution is preferred to altering the main building when additional space is required.
- If an alteration or addition is required, it should be compatible in scale, style, and material to the overall building or similar buildings in age and type, but contemporary in design so as not to create a false sense of history.
- An addition should be constructed at the rear, side, basement, or upper level. It should be smaller in scale and footprint than the historic ancillary structure and set back from the primary façade far enough to establish a subordinate relationship. An addition's massing, roofline, materials, and design should be compatible with the existing buildings on the site.
- During alterations or construction of an addition, precautions should be taken to protect the materials, features, and details of the remaining historic structure.
- Demolition of a historic ancillary structure is only appropriate when it has been determined to be structurally unsound, deteriorated beyond repair, and a danger to life-safety.
- Leaving a physical reference of the historic ancillary structure is encouraged.
- An ancillary structure that was a constructed in the recent past and is not compatible with the historic character of the primary building should be removed, if possible, without damaging the historic building.
- During demolition, precautions should be taken to protect the materials, features, and details of attached historic buildings.

Residential - Ancillary Structures

Treatment Guidelines

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- It may be appropriate to construct a new ancillary structure if required for the continued use of the building. This solution is preferred to altering the main building when additional space is required.
- If a new ancillary structure is required, it should be compatible in scale, massing, style, and material to the main building, but contemporary in design so as not to create a false sense of history.
- New ancillary structures should be constructed at the rear or side of the main building. It should be smaller in scale and footprint than the main building and set back and away from the primary façade far enough to establish a subordinate relationship.
- During new construction, precautions should be taken to protect the materials, features, and details of adjacent historic buildings.

Note: Additions/Demolitions are covered in Ch. 5 - Guidelines for New Additions and Ch. 8 - Guidelines for New Construction and Non-Contributing Buildings in Historic Districts.

A new ancillary structure should be located at the rear or side of the main historic building.

Residential - Miscellaneous Accessory Features

Treatment Guidelines

This section addresses the treatment of a variety of accessory features that are attached to a residential building. In Redlands, typical historic accessory features include light fixtures, mailboxes/mail doors, address numbers, original awnings and armature, vents and grilles. These historic features and fixtures embellish a building's style. Proper treatment of historic accessory features is important to preserving the character and integrity of historic resources in Redlands. However, due to their secondary, subordinate nature, there is greater flexibility in their treatment.

The clay tile awning on this house is an important historic accessory feature that should be preserved.

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- A historic accessory feature is an important residential architectural component worthy of preservation.
- Avoid removing a historic accessory feature, as it helps to convey the primary building's history.

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- Maintain a historic accessory feature's materials and details as part of the preservation of the overall historic character of the building.
- If replacing a light bulb, maintain the subtle lighting intensity that is historically appropriate.

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- Repair a historic accessory feature when the physical condition of its materials and details warrants additional work.
- All repair work should match the materials and finishes of the existing historic accessory feature as closely as possible.

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials for additional information regarding appropriate maintenance and repair of a historic accessory's materials.

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- Replace a historic accessory feature only when its materials are deteriorated beyond repair.
- Replacement accessory features should be compatible with the existing historic features in material, size, finish, and overall character.
- Use existing attachment holes for new features or fixtures where possible.

Residential - Miscellaneous Accessory Features

Treatment Guidelines

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- Restore non-historic accessory features to their original condition.
- Restoration may include the replacement of a completely missing historic accessory feature, such as a light fixture or awning, based on physical or historic documentation, with a feature of the same design and material, or a compatible substitute.
- Avoid adding conjectural features that may create a false sense of history.

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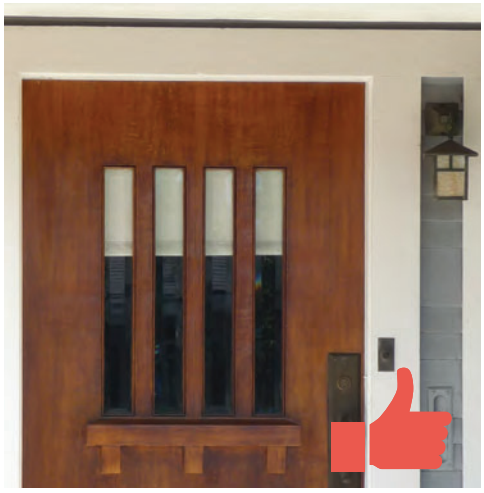
- It may be appropriate to install new accessory features if the original features are missing and cannot be discovered from historic documentation, or if it is required for the continued use or adaptive reuse of a building.
- New features should be compatible in scale, style, and material to the overall building in age and type, but contemporary in design so as not to create a false sense of history.
- If a new awning is required, it should be aligned with the window opening and installed directly above the window head. Awnings should be fixed or retractable at the ground floor and retractable at upper floors.
- The material and color should be appropriate to the style and period of the building, and the shape of the awning should match the shape of the fenestration opening.
- Avoid installing commercial style awnings, such as dome or box awnings, at a residential building.
- If a new light fixture or mailbox is required, it should be attached adjacent to the main entrance. Lighting conduit should be concealed.
- Residential signage should be limited to painted or dimensional address numbers. Dimensional address numbers should be attached with pins or with structural adhesive, above or adjacent to the main entrance.

These new valance and picket awnings are historically appropriate for a Spanish Colonial Revival style house.



A historically appropriate new light fixture for a Craftsman house.

Commercial - Storefronts

Treatment Guidelines

This section addresses the treatment of storefronts in Redlands. Storefronts are commercial architectural features that are located at the first story of either a commercial or mixed-use building. In Redlands, storefronts include retail shops, restaurants, bars, and offices. Historic storefronts are typically composed of a recessed entrance with single or double doors; large, framed display windows (sometimes in canted bays); bulkheads; and transoms all set within the structural piers of the building. Some retain decorative terrazzo or tile flooring at the entrance. In two-story commercial buildings, a horizontal detail (belt course, cornice, or spandrel) typically divides the ground floor from the upper level. A storefront's design, materials, scale, proportions, profiles, and details help convey the style, use, and development period of a building; however, these elements may vary widely between different architectural styles. Proper treatment of historic storefronts and appropriate design for new storefronts are important to preserving the character and integrity of historic buildings in Redlands.

This intact historic storefront is a commercial architectural feature that should be preserved.

Preserve a historic storefront's relationship to the public right-of-way.

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- A historic storefront is an important commercial architectural feature that should be preserved.
- Preserve the location, design, scale, proportion, profile, materials, and details of a historic storefront.
- Preserve a historic storefront's connection and relationship to the public right-of-way.
- Avoid infilling and/or altering the size and shape of a historic storefront.
- Avoid removing remnants of earlier storefront designs to unify the appearance of a historic storefront, as this detracts from the physical narrative of the storefront's development.

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- Maintain a historic storefront to prolong its life and protect investments made in its construction and repair. Proper routine maintenance is important to the long-term preservation of a historic storefront and its components.

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- Repair a historic storefront when the physical condition of its features and materials warrants additional work.
- All repair work should match the materials and finishes of the existing historic storefront as closely as possible.

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials for additional information regarding appropriate maintenance and repair of a storefront's materials.

Commercial - Storefronts

Treatment Guidelines

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- Replace a historic storefront's architectural features and details only when materials are deteriorated beyond repair.
- Replacement storefront features and details should be replicated from existing historic features and details to match the overall design, scale, and proportions of the historic storefront.
- In general, replacement storefront features should be made of the same materials as the historic. For example, use of wood or metal doors and display windows, as appropriate to the historic building.
- Clear glazing should be replaced with clear glazing, and tinted glazing with tinted glazing, with transparency matching that of the historic glass. Consider replacing clear glass with clear low-e glazing.

Refer to the "Energy Conservation and Environmental Sustainability" section of Ch. 4 - Systems, Accessibility, and Sustainability for more information about energy improvements to historic glazing.

- Use of alternative compatible materials may be appropriate if designed to closely match the historic.

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- Restore a historic storefront's features and details that are missing or covered up.
- Restoration may include the replacement of completely missing storefront features or details, such as a bulkhead or transoms, based on physical or historic documentation, with the same materials or compatible substitutes.

A contemporary storefront with traditional features.

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NPS Preservation Brief 11: Rehabilitating Historic Storefronts

Commercial - Storefronts

Treatment Guidelines

An example of a compatible contemporary storefront.

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- It may be appropriate to introduce a new storefront or components if the originals are missing and cannot be discovered from historic documentation, or if it is required for the continued use or adaptive reuse of a building.
- If a new storefront is required, it should be compatible in scale, style, and material to the historic building, but contemporary in design so as not to create a false sense of history.
- A new storefront should be installed within the structural piers of the building and maintain the size of the original opening.
- A new storefront should be composed of typical historic storefront features, including a bulkhead, display windows, transoms or a clerestory, recessed or covered entrance, and a sign band.
- Reuse of any remaining original fabric is encouraged.

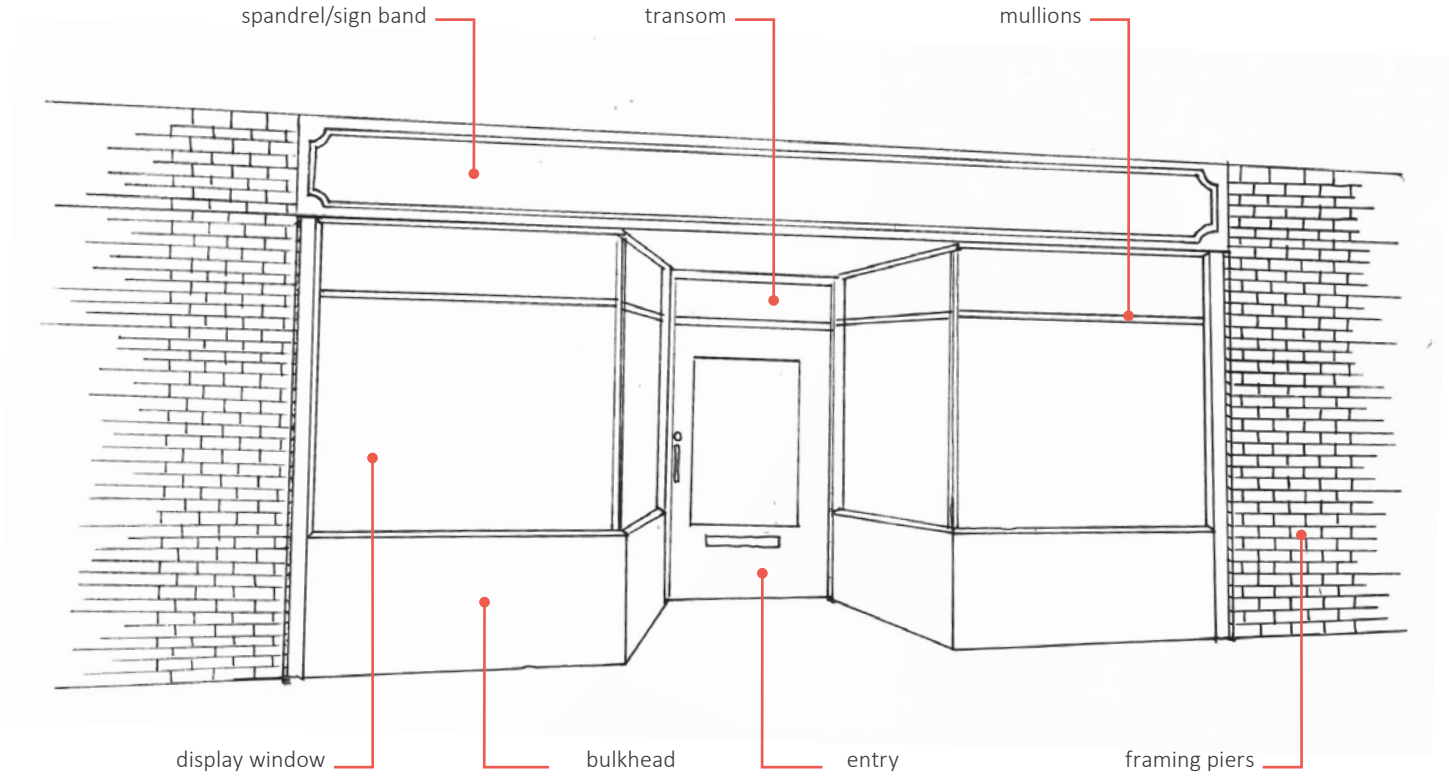
Mid-Century Modern Storefronts

Mid-Century Modern storefront on State Street.

Redlands has numerous storefronts dating to the post-World War II period, many of which reflect the Mid-Century Modern style. These storefronts often reference more traditional storefronts, with recessed entries, display windows, and bulkheads, and many of the design guidelines above apply to Mid-Century Modern storefronts too. Additional differentiating characteristics of these postwar commercial resources can include asymmetrical bays within masonry or metal-clad piers; angled storefronts; large aluminum-framed plate glass windows; cantilevered canopies; and expressive signage.

Commercial - Storefront

Traditional Storefront Components

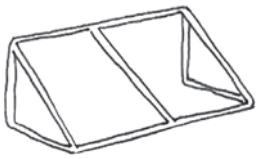


Commercial - Awnings & Canopies

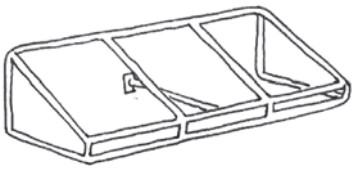
Commercial Awning Types

This section addresses the treatment of commercial awnings and canopies in Redlands. Awnings and canopies are typical accessory features of Redlands' commercial buildings. Installed above the first and/or second floor of the storefront or office, they serve to mark and shelter the entrance and display windows, as well as act as a means of advertisement. Historic awnings are typically composed of a solid or striped canvas covering attached to a wood or metal frame. Historic awnings project over the sidewalk at an angle in a triangular or circular form, depending on the shape of the window opening. Early awnings were fixed or retractable, while later awnings were rolled. Historic canopies are typically wood or metal box-like structures supported by wood or metal frames. They are either cantilevered over the sidewalk, or may have additional support in the form of iron chains, rods, or brackets. Signage may be painted or applied on the front of the awning skirt or canopy signboard. The location, operation, materials, proportions, color, and details of awnings and canopies help convey the style, use, and development period of a building. Proper treatment of historic awnings and canopies and appropriate design for new awnings and canopies are important to preserving the character and integrity of historic buildings in Redlands.

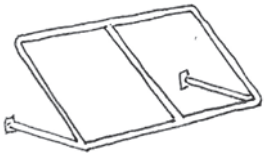
The following illustrate some commercial awning types found in Redlands:



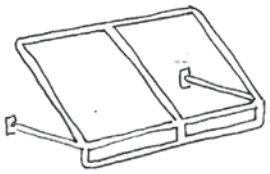
traditional



awning with rigid valence

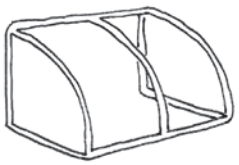


lean-to



lean-to with rigid valence

elongated dome



convex

Commercial - Awnings & Canopies

Treatment Guidelines

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- A historic awning or canopy is an important commercial architectural feature that should be preserved.
- Preserve a historic awning's location, design, dimensions, proportions, materials, and details as part of the preservation of the overall historic character of the building.
- Avoid removing remnants of an earlier awning or canopy, such as an awning pocket, as this detracts from the physical narrative of the commercial building's development.

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- Maintain a historic awning or canopy to prolong its life and protect investments made in its construction and repair. Proper routine maintenance is important to the long-term preservation of a historic awning and its components.
- Routine maintenance may include cleaning by hand; patching fabric; securing, polishing or lubricating framing or armatures; or other light treatments.
- Maintenance may include removing or retracting an awning covering seasonally or during inclement weather.

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- Repair a historic awning or canopy when the physical condition of its features or materials warrants additional work.
- Repair work may include recovering with in-kind materials or repainting signage treatments.
- All repair work should be appropriate to the materials and finishes of the existing historic awning or canopy.

Example of a traditional, triangular-shaped awning, typical of a historic building.

Routine maintenance will help prolong the life of this historic canopy.

Commercial - Awnings & Canopies

Treatment Guidelines

Restore a historic canopy that has been removed or changed to an incompatible style.

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- Replace a historic awning or canopy only when materials are deteriorate beyond repair.
- A replacement awning or canopy should match an existing historic awning in location, operation, materials, proportions, color, and details.
- Use of alternative compatible materials may be appropriate if designed to closely match the historic.

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials for additional information regarding appropriate maintenance and repair of an awning or canopy's materials.

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- Restore a historic awning, awning pocket, or canopy that has been removed or changed to an incompatible style.
- Restoration may include the replacement of a completely missing awning or canopy, based on physical or historic documentation, with the same materials or compatible substitutes.

Commercial - Awnings & Canopies

Treatment Guidelines

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- It may be appropriate to introduce a new awning or canopy if it is required for the continued use or adaptive reuse of a building.
- If a new awning or canopy is required, it should be aligned with the storefront bays and installed above the top of the entrance, windows, and transoms, and below the sign band or cornice.
- The shape of the awning or canopy should match the shape of the opening. For example, shed awnings with open or closed sides are appropriate at rectangular openings, and circular or dome awnings are appropriate at arched openings.
- The operation of the awning or canopy should be fixed or retractable at the ground floor and retractable at upper floors. The material and color should be appropriate to the style and period of the building, and the component parts should be proportionate to one another.
- Reuse of any remaining original awning or canopy components, such as reuse of an awning pocket for a retractable awning, is encouraged.

An example of historically appropriate commercial awnings.

An example of a compatible contemporary awning on a historic building.

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NPS Preservation Brief 11: Rehabilitating Historic Storefronts

Commercial - Signage

Treatment Guidelines

This section addresses the treatment of signage in Redlands. Signage is another typical accessory feature of Redlands' historic commercial buildings. Signs were historically used as a means of identification or advertisement, and historic signs often contribute to a building's identity. In Redlands, historic signage may include letters, numbers, logos, or figures/symbols. They may be painted, applied, or mounted to sign bands, windows, doors, transoms, awnings, on the side of a building wall, canopies, or plaques. Projecting blade signs may be attached adjacent to an entrance, and freestanding pole or board yard signs are present at some larger properties. The type, location, size, proportions, mounting method, material, and finish of historic signage help convey the style, use, and development period of a building. However, due to the transitory nature of commercial signage and the need to accommodate new signage as ownership or marketing identity change, few historic signs survive. Proper treatment of historic signage and appropriate design for new signage are important to preserving the character and integrity of historic buildings in Redlands.

A historic sign, such as this theater marquee, is an important architectural feature that should be preserved.

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- A historic sign is an important commercial architectural feature and it should be preserved.
- Preserve a historic sign's location, design, dimensions, proportions, materials, and details as part of the preservation of the overall historic character of the building.
- Avoid covering or removing vestiges of a historic sign that tell the history of the building.

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- Maintain a historic sign to prolong its life and protect investments made in its construction and repair. Proper routine maintenance is important to the long-term preservation of a historic sign and its components.

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- Repair or replace a historic sign when the physical condition of its features or materials warrants additional work.
- All repair work should be appropriate to the materials and finishes of the existing historic sign.

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- Replace a historic sign only when materials are deteriorated beyond repair.
- A replacement sign should be replicated from an existing historic to match location, materials, proportions, color, and details.
- Wood, metal, enameled, and plastic are appropriate materials for historic signage, depending on the sign's design, age, and type.

Commercial - Signage

Treatment Guidelines

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- Restore a historic sign that has been removed or altered.
- Restoration may include the replacement of a completely missing sign, based on physical or historic documentation, with the same materials or compatible substitutes.

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- It may often be appropriate to introduce a new sign or signage as required for the continued use or adaptive reuse of a building.
- If a new sign is required, matching the style and location of historic signage is encouraged.
- New signage should be historically appropriate in quantity, type, placement, size, proportions, material, and finish.
- New signage should not detract from, damage, or obscure historic building fabric or transparency.
- New signage on glazing should be painted or decal.
- Applied dimensional letters and plaques should be attached with pins at mortar joints or with structural adhesive at the piers adjacent to an entrance or at the spandrel or sign band.
- Yard signs should be located near a driveway or sidewalk entrance, and consolidate tenants' names to one unified sign board.
- Bracket or blade signs should be limited to one per tenant and be located adjacent to an entrance.
- Conduit for illuminated signage should be concealed.
- Reuse of any remaining signage components, such as bracket or mounting holes, is encouraged.

See Redlands Sign Code for zoning rules on maximum allowable sign area, height, and permitted types.

Restore a missing historic sign, such as this painted sign, based on historic documentation.

Example of compatible wall-mounted sign.

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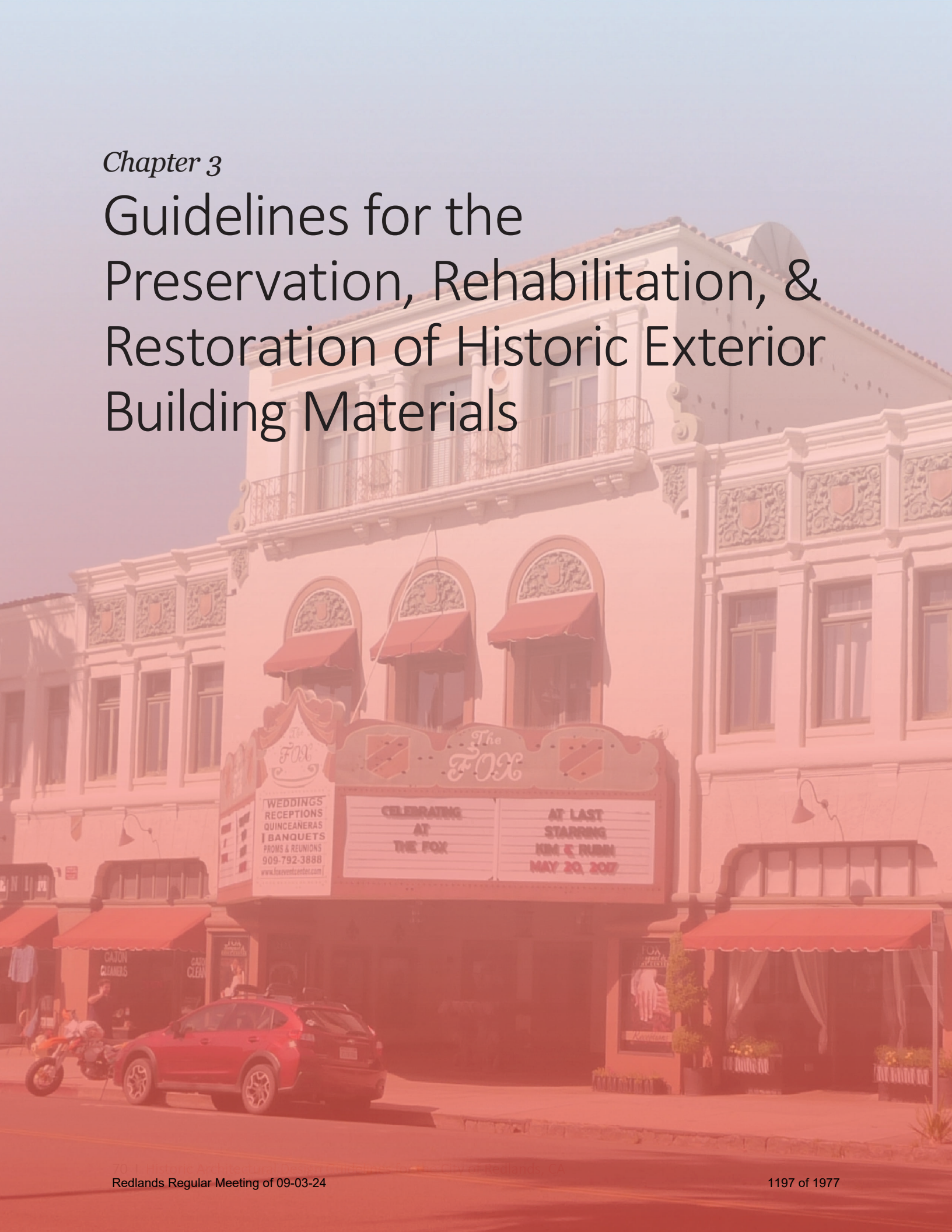
NPS Preservation Brief 25: The Preservation of Historic Signs

Chapter 3

Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials



Chapter Overview

This chapter contains broad guidelines for the treatment of historic exterior building materials: masonry, stucco, woodwork, roofing, and metal. It also addresses the treatment of historic windows and doors, which combine multiple materials including wood, glass, and metal. More detailed material-specific recommendations are found in Appendix C - Material Inspection Checklists.

Use This Chapter If...

- You own a historic property and its building materials have deteriorated and are in need of repair or replacement.
- You are undertaking a restoration of your historic building to bring it back to its former glory.
- You are interested in replacing some of your building's historic materials in a way that is compatible with the building's historic character.

What's Inside...

General Treatment Guidelines
Exterior Masonry
- Types and Components
- Typical Problems
- Maintenance and Repair

Stucco
- Types and Components
- Typical Problems
- Maintenance and Repair

Exterior Woodwork
- Types and Components
- Typical Problems
- Maintenance and Repair
- Exterior Paints and Stains
  - Typical Paint and Stain Problems
  - Paint and Stain Maintenance and Repair

Roofing
- Types and Components
- Typical Problems
  - Terra Cotta Tile
  - Wood Shakes and Shingles
  - Asphalt and Composition Shingles
  - Flat Roofs (Various Materials)
  - Metal Roofs
  - Chimneys
  - Drains, Gutters, and Downspouts
  - Roof Appurtenances
- Maintenance and Repair

Windows and Doors
- Types and Components
- Typical Problems
- Maintenance and Repair

Metalwork
- Types and Components
- Typical Components
- Maintenance and Repair

Historic Building Materials

General Treatment Guidelines

This section addresses the treatment of historic building materials, including wall cladding and roof material at the exterior of a building and materials used in architectural trim. In Redlands, masonry (i.e. stone, brick, concrete/ cast stone, terra cotta, adobe), stucco, wood, roofing, and metal are common materials used in historic residential, commercial, industrial, and institutional architecture. Windows and doors with wood, glass, and metal components are also ubiquitous, and present their own challenges. The use of these materials, individually or in combination, in addition to their scale, texture, tooling, and finish, help to convey the style, craftsmanship, and development period of a building. Proper treatment of these materials is important to preserving the character and integrity of Redlands' historic buildings.

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- Preserve historic building materials that contribute to the overall historic character of the building.
- Retain historic materials that are in good condition, rather than replacing.
- Avoid covering historic materials with new materials.
- Prioritize the preservation of rare and unique building materials such as adobe or arroyo stone.
- When non-intervention best serves to promote the preservation of the cultural property, it may be appropriate to recommend that no treatment be performed.

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- Maintain historic materials to prolong their life and protect investments made in their construction and repair. Preventive conservation,(proper routine maintenance) is the most effective way to promote the long-term preservation of historic materials and of historic properties in general.
- Maintenance may include: cleaning by hand; low-pressure washing; caulking; scraping and repointing joints; scraping, priming, and repainting; polishing; applying protective finishes; or other light treatments.

Maintain or Repair?

In general terms, the items listed under Maintain are typically minor work; most may be completed by a non-professional, though if your building is designated, please consult with Planning staff for guidance. The items listed under Repair are typically work that should be conducted by a professional, and for designated buildings, requires Planning staff review. Always seek the gentlest maintenance and repair solutions possible. Consult with a professional conservator as needed.

Historic Building Materials

General Treatment Guidelines

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- Repair historic materials when the physical condition warrants additional work.
- Repair work may include chemical cleaning or high-pressure washing, patching, splicing, consolidating, chemical paint stripping, scraping and repointing joints or other treatments, in order to repair and stabilize the historic materials.
- All repairs should be carried out to match existing historic materials in texture, composition, size, durability, appearance and overall character. Where possible, reversible treatments and methods are preferred.

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- Replace historic materials only when they are deteriorated beyond repair.
- Replacement materials should match the existing historic materials in kind, including the texture, composition, size, durability, appearance, and overall character.
- Use of alternative compatible materials may be appropriate on secondary façades, not readily visible from the public right-of-way.
- During installation, match the grain, joints, orientation, and attachment method of the existing materials.

Investigation

Simple scientific investigations can ensure accuracy and appropriateness when it comes to replacing or restoring historic building materials. For example, a historic finishes analysis can determine the original paint color and recommend a match using modern paint, while stucco and mortar analysis can do the same for original mixes.

Health and Safety

Work in historic buildings may present potential hazards, such as lead paint, asbestos-containing materials, biological activity (mold or fungi). Some treatments may themselves involve the use of materials or methods -that could endanger the health and safety of workers and the public. Owners and professionals carrying out substantial work must comply with all relevant federal, state, and local standards and regulations (e.g. OSHA, NIOSH), and take the necessary steps to protect and mitigate risks to health and safety.

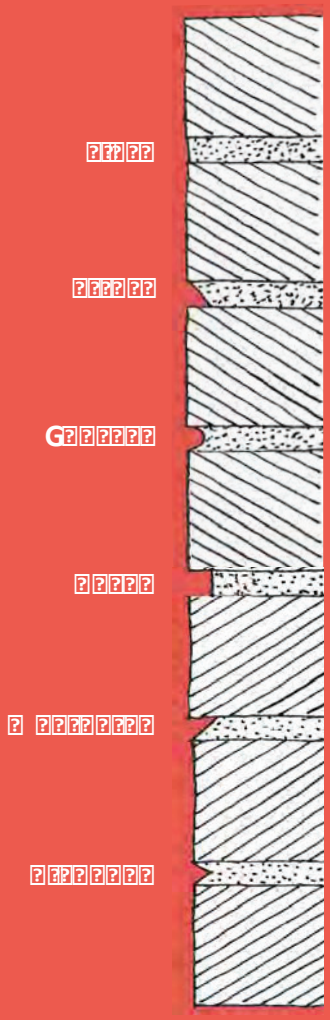
Exterior Masonry

Types & Components

Exterior masonry materials in Redlands include stone, brick, concrete (including cast stone, which is simulated stone made of concrete), terra cotta, and adobe. Masonry is commonly used for building walls or piers, or as architectural details and accent trim. Most buildings include some masonry, whether as a wall material, foundation element, or a chimney. Redlands is notable for its widespread use of local arroyo stone (natural rounded river rock), as well as cut and faced stone from both local and remote sources.

Typical Joint Profiles

There are numerous joint profile types, each producing different shadow lines and highlights. When repointing an area of exterior masonry, it is important to tool the mortar joint to match the existing joint profile for a consistent appearance.



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Masonry walls and piers were traditionally constructed of either bricks or stones, stacked on top of each other, and bonded together with mortar. The construction type is load-bearing, meaning it carries its own weight to the ground, as well as the loads of other building elements, such as walls, floors and roofs. In more contemporary construction, the masonry became a non-load-bearing facing material, installed over other types of structural framing, such as wood studs.

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Mortar was traditionally composed of sand, lime, and water, and occasionally some additives. From the mid-19th century on, Portland cement was added to the mix to improve workability, hasten the setting time, and provide a more robust material. Most mortars in Redlands are likely Portland cement-based mixes.

Portland cement-based mortars are harder than traditional lime-based mortars and far less elastic. When cracks develop, or the mortar pulls away from the masonry, it leaves gaps for water to enter. Also, in some cases, the mortar is much stronger than the masonry it is bonding together, resulting in chipped edges and spalls on the masonry units. Selecting the proper mortar for repointing and repairs is important, for matching the historic appearance, long-term performance and preventing damage in the future.

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Architectural terra cotta is a high-fired ceramic product, usually hollow cast in blocks and finished with a glaze. It was historically used primarily as an exterior decorative material, both for wall cladding and trim, and sometimes as part of a traditional load-bearing masonry wall (in modestly scaled buildings). Terra cotta is known for its elaborate molding, rich color, easy maintenance, and durability. When used as cladding or trim, terra cotta units are attached to wall framing systems with an extensive metal anchoring system.

Exterior Masonry

Types & Components

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Traditional adobe construction typically consists of adobe brick, molded from sand and clay, often with straw or grass as a binder, and sun-dried; stacked and "mortared" together with a similar mud mixture; and covered with a traditional mud render (plaster). In some cases, the mud render is also white-washed with lime. The mud and lime renders are the sacrificial material, and meant to be maintained and renewed after each rainy season. Over time, many of these traditional renders were replaced with cement-based stucco, which is much harder and less permeable than the adobe, causing deterioration of the mudbrick walls below.

Adobe house in Redlands.

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Concrete is a mixture of fine aggregate (sand), coarse aggregate (gravel, crushed stone, or other coarse material), a binding agent (typically Portland cement since the early 1900s), and water. Concrete can either be cast in place, where it is poured, molded, and cured on site, or it can be precast off site. The introduction of reinforcement (metal bars/rods) in concrete in the mid- to late 19th century substantially increased the range, size, and types of buildings that could be constructed with the material. Concrete is extremely versatile, used for structural as well as ornamental purposes. Cast stone is a form of ornamental concrete or concrete veneer that is molded and sometimes pigmented to resemble a variety of natural building stones.

Damaged terra cotta detail.

Redlands' former City Hall (1941) features concrete cladding and details.

Stone house in Redlands.

Exterior Masonry

Typical Problems

Efflorescence on a historic brick wall.

Damage to masonry walls may be caused a number of ways, including the following:

- Ground movement from uneven settlement
- Ground movement from seismic activity
- Thermal movement (temperature cycling from hot to cold)
- Roof or floor movement, or shifting loads from other areas of the building
- Weathering from rain, wind or pollution
- Fire or flood damage
- Corrosion of embedded metal anchors or steel
- Salt damage (efflorescence)
- Poor drainage and rising damp
- Defective original materials or design
- Insufficient maintenance
- Poor previous repairs

Refer to Appendix C - Material Inspection Checklists for information regarding common masonry problems and recommended solutions.

Efflorescence

Efflorescence is water-soluble salts that have leached out of the masonry, evaporated, and deposited on the surface, usually as a white, powdery substance. The salt crystals expand as the water is evaporated, leading to surface damage, and in some cases, sub-surface damage (sub-florescence).

Inappropriate concrete repairs to cut stone curbing.

Exterior Masonry

Maintenance & Repair

Regular inspection and maintenance are key to keeping historic masonry intact and in good condition. Repairing damaged individual masonry units and repointing with an appropriate mortar mix will ensure survival of cladding, structural components, and trim. Regular cleaning is key– it goes a long way toward enhancing the character and overall appearance of a building. However, improper cleaning can be very damaging. The goal should be to remove surface soiling and staining using the gentlest means possible, and without damage to the masonry. Adobe should be treated differently than other masonry types.

For more detailed information on treating adobe and the other types of masonry, refer to Appendix C - Material Inspection Checklists.

- Inspect and maintain masonry regularly.
- Review for possible sources of moisture, and correct/ repair where possible to prevent efflorescence and cracking.
- Perform masonry repairs and repointing work prior to cleaning, to ensure building is water-tight.
- Repair individual masonry units as needed, by infilling cracks, pinning cracked units, patching, or resetting loose units with new mortar.
- Replace heavily damaged or missing individual masonry units with matching new or salvaged materials.
- Test cleaning products and methods first, in small inconspicuous areas.
- When using water cleaning, minimize water pressure to prevent surface damage (generally no more than 100 psi).
- When detergents are needed (for removal of stubborn or oily soiling), use a mild non-ionic detergent, such as a hand dishwashing detergent, diluted in water, and scrub with a natural bristle brush.
- Clean efflorescence from wall surfaces with low pressure water and a soft, natural bristle brush. A gentle detergent may also be added if needed.
- Where present, maintain existing paint coatings.

Matching Historic Mortar

Most pre-mixed mortar available from hardware stores is inappropriate for historic masonry. It is too hard, and contains too much cement. In general, you want to select a mortar with a lower compressive strength than the surrounding masonry (typically Type N or the slightly weaker Type O are used for historic masonry). Laboratory analysis of original mortar can tell you the ingredients (sand, lime, etc.) and the mix recipe (i.e. one part lime, six parts sand, etc.), the type of sand, and if any colorants or additives were used. This will provide the best match. However, a skilled mason can provide a good approximation, using the strength types suggested above, to provide a close match.

How Not to Clean Historic Masonry

Do not use abrasive blasting (sandblasting) or high pressurized water washing that can damage masonry surfaces.

Do not use metal brushes or grinders that can damage masonry surfaces.

Do not use harsh chemicals. Chemical cleaners can etch, stain, bleach or erode masonry surfaces.

Consult a professional with specialized knowledge of historic masonry cleaning when gentler cleaning methods are not successful.

Stucco

Types & Components

Stucco is commonly used on the exterior of many buildings in Redlands, in particular those in the Spanish Colonial Revival and Mediterranean Revival styles (though it is far from limited to those styles). The term stucco is generally used to describe a type of hard exterior plaster, traditionally a mixture of hydrated lime, water and sand, sometimes with additives to strengthen it. Most late 19th to early 20th century stuccoes included Portland cement for workability, fast curing, and durability, and most stuccoes in Redlands are likely Portland cement-based mixes.

Smooth stucco on a Spanish Colonial Revival house.

Textured stucco on a Redlands church.

[illegible]

Stucco is typically trowel-applied, either directly onto a masonry wall, or with wood-framed structures, onto wood or metal lath support. It is applied in either a two- or three-part coating, consisting of a brown coat, scratch coat and finish coat. The finish coat can be textured a number of ways, depending on the aesthetic desired and the skill of the craftsman. Some common finishes include smooth, scored, raked, pebble-dashed, dry-dashed, fan and sponge, reticulated and vermiculated, roughcast (wet dash), and sgraffito. Stucco was often originally unfinished/unpainted; some were even integrally colored (pigmented). Today, stucco is most often painted with an elastomeric coating, which provides color and some water resistance.

Pre-Mixed and Synthetic Stucco

Pre-mixed stucco available from hardware stores is inappropriate for historic buildings. It is too hard, and contains too much cement – it will cause more problems than it solves.

Exterior Insulation and Finish System (EIFS) is a modern synthetic stucco system. It must be installed with control joints or grooves to allow for expansion and contraction, often resulting in odd wall patterns that do not match historic stucco. Also, it does not "breathe" and can trap moisture within the wall thickness, which can deteriorate historic wall materials, wood windows, etc. and encourage mold growth.

The City of Redlands discourages the use of pre-mixed stucco, EIFS, or similar synthetic stucco for use on historic buildings.

Stucco

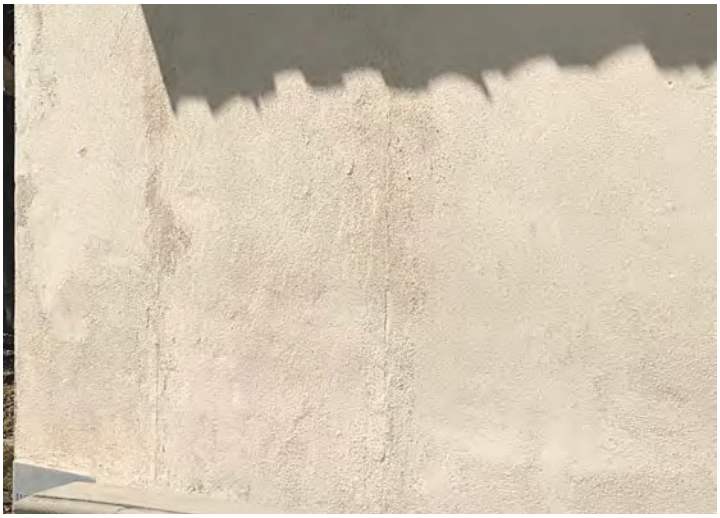
Typical Problems

Damage to stucco walls may be caused a number of ways, including the following:

- Ground movement from uneven settlement
- Ground movement from seismic activity
- Thermal movement (temperature cycling from hot to cold)
- Roof or floor movement, or shifting loads from other areas of the building
- Weathering from rain or wind
- Fire or flood damage
- Corrosion of embedded metal anchors or steel
- Salt damage (efflorescence)
- Poor drainage and rising damp
- Poor original materials or design
- Poor previous repairs, including patching with non-matching stucco mix or synthetic stucco
- Lack of maintenance

Refer to Appendix C - Material Inspection Checklists for information on common stucco problems and recommended solutions.

Weathered stucco at a porch.



Incompatible stucco at an infilled door.

Void and spalling around stucco wall pipe intrusion.

Stucco

Maintenance & Repair

Matching Historic Stucco

The type of stucco finish on a historic building is integral to its appearance and character – a smooth stucco finish should not be replaced or covered with a heavily textured stucco finish.

- Refer to areas of the building likely to have original or early stucco, in particular in protected/ non-weathered locations. Select a compatible new stucco or stucco patching material.
- A skilled plasterer can provide a good approximation to the original stucco, and can provide a close match to the original. To ensure a match, consider a laboratory analysis that will provide the original ingredients, mix recipe, and sand type, and will tell you if any colorants or additives were used.
- There are some pre-bagged stucco products available from specialty suppliers. These may be a comparable product for your property; consult a professional for options. However, for a higher standard of care, we recommend matching the original stucco mix, color, and finish, including the traditional two- or three-coat application system.

NPS Preservation Brief 22: The Preservation and Repair of Historic Stucco

Regular inspection and maintenance are key to keeping historic stucco intact and in good condition. Performing minor repairs like filling cracks, patching spalled and missing areas, and maintaining existing paint (where present) will prevent major problems and prolong the life of stucco cladding. As with masonry, regular cleaning is key to maintaining historic stucco, but improper cleaning can be very damaging. The goal should be to remove surface soiling and staining using the gentlest means possible, and without damage to the stucco.

- Inspect and maintain stucco regularly.
- Review for possible sources of moisture, and correct/ repair where possible to prevent efflorescence and cracking.
- Perform repairs and prior to cleaning, to ensure building is water-tight.
- Repair as needed, by infilling cracks or patching spalls and damaged areas.
- Test cleaning products and methods first, in small inconspicuous areas.
- When using water cleaning, minimize water pressure to prevent surface damage (generally no more than 100 psi).
- When detergents are needed (for removal of stubborn or oily soiling), use a mild non-ionic detergent, such as a hand dishwashing detergent, diluted in water, and scrub with a natural bristle brush.
- Clean efflorescence from wall surfaces with low pressure water and a soft, natural bristle brush. A gentle detergent may also be added if needed.
- Where present, maintain existing paint coatings.

For more detailed information on treating historic stucco, refer to Appendix C - Material Inspection Checklists.

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Exterior Woodwork

Types & Components

Wood is used extensively in the architecture of Redlands, across a wide range of architectural styles. Its exterior applications include structural elements, wall cladding, and decorative trim (wood shingles and shakes are addressed in the Roofing Materials section). Exterior woodwork serves both a functional and aesthetic purpose, supporting and establishing a weather-tight enclosure, and acting as an important design feature. It is considered to be an important feature of historic buildings, and should be preserved. Paints and stains are crucial to the lifespan of woodwork, and are addressed in their own section below.

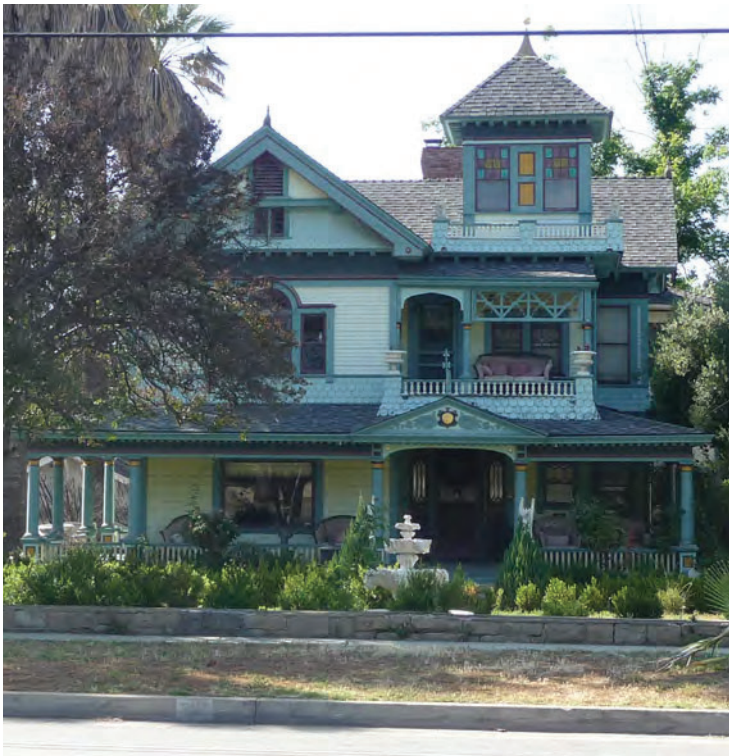
Wood shingle wall cladding.

Wood roof details on a Craftsman duplex.

Vertical board cladding on a ca. 1908 blacksmith shop.

[illegible]

Historically a widely available and relatively affordable building material, wood was key to the construction and ornamentation of most of Redlands' residential buildings during the late 19th and early 20th centuries. Builders also used it in commercial, industrial, and institutional buildings, though the City's preference for brick and other substantial masonry types resulted mostly in brick and stone non-residential buildings. Internal framing aside, wood is prominent on the exterior of many historic buildings in Redlands. Structural elements, such as half-timbering, columns, exposed rafters, and porch and entry components are highly visible. Wood is a common wall cladding material, ranging from clapboard siding to elaborate shingles, and is put to good use in decorative trim like corner boards, spindlework, railings, and moldings.



A Queen Anne style house with multiple types of wood cladding and decorative trim.

Exterior Woodwork

Typical Problems

Damage to exterior woodwork may be caused a number of ways, including the following:

- Weathering from cyclic wetting or drying, exposure to ultraviolet light, and erosion from wind-blown debris
- Structural overloading causing sagging, racking (skewing), or warping
- Mechanical damage
- Decay due to moisture infiltration or leaks, causing warping, stains, and peeling paint
- Decay due to fungal growth
- Decay due to insect attack – termites, carpenter ants, and various other wood-boring species
- Covering with synthetic siding
- Ground movement from uneven settlement
- Ground movement from seismic activity
- Fire or flood damage
- Poor original materials or design
- Poor previous repairs
- Lack of maintenance

Refer to Appendix C - Material Inspection Checklists for more information on common woodwork problems and recommended solutions.

Direct contact with the ground can lead to wood decay.

Poorly maintained wood cladding and trim.

Avoid covering or replacing wood siding with synthetic siding.

Deteriorated woodwork at a porch.

Exterior Woodwork

Maintenance & Repair

Decay-Resistant Wood

Some wood species are naturally more decay-resistant or have been treated in some manner during manufacture to increase their resistance, making them preferable for use as replacement material. These can include: cedar; mahogany; redwood; air-dried, pressure-treated southern yellow pine; new growth or salvaged cypress; and pressure treated wood (for framing members).

Alternatives for Trim and Siding

Wood trim and siding alternatives can include cellular PVC, wood waste composite material, fiber cement, asbestos, asphalt, steel, aluminum, and vinyl. When artificial siding is installed over original wood siding, it can cause damage by trapping moisture. Wood composite materials, such as MDF (medium density fiberboard composite, also called pressboard or hardboard) are prone to swelling, buckling, rotting, mildew, and insect damage.

The City of Redlands strongly recommends the removal of any artificial siding, particularly if installed over original wood siding.

If an economical alternative is needed, in particular for a new addition or outbuilding, a fiber-cement siding may be considered. It is visually more compatible with wood than other artificial materials.

In most instances, selective repair or replacement of damaged or deteriorated wood components, in conjunction with regular inspection and maintenance, is all that is required for exterior woodwork. In general, the simplest ways to control decay and insect damage are by keeping the materials dry.

- Inspect and maintain woodwork regularly.
- Review for possible sources of moisture, and correct/repair where possible. Provide drainage control elements, such as gutters and downspouts, to carry roof water away from the building.
- Fix any roof or plumbing leaks quickly, and take measures to dry out the materials.
- Redirect sprinkler heads or relocate them away from the building.
- Reduce dense vegetation around the building.
- Inspect the foundation and crawl space regularly, and clear away any accumulated debris or soil buildup from erosion.
- Apply borate-based wood preservatives to protect against decay and insect attack.
- Apply water repellents with mildewcide additives that will kill active fungi and guard against future growth.
- Maintain protective paint coatings.
- Consult with a qualified pest management company regarding insect issues.
- Conduct minor repairs (splitting and cracking) with a compatible exterior wood filler or wood epoxy consolidant, sand smooth and paint to match.
- Where replacement is necessary, use in-kind wood that matches the original in size, profile, and visual characteristics.

For more detailed information on treating historic woodwork, refer to Appendix C - Material Inspection Checklists.

Exterior Woodwork

Exterior Paints & Stains - Typical Problems

Exterior paints and stains provide a layer of protection to wood by adding a barrier that limits moisture infiltration, sun damage, and pests. They are typically composed of three elements: pigment(s), solvent(s), and a binder. In stains, the amount of pigment varies depending on opacity. Traditional paints and stains have a lower percentage of solvents and higher percentage of pigment compared to their modern counterparts. Whereas traditional coatings include natural, protein-based and plant-derived oil (i.e. linseed oil) paints, contemporary coatings use synthetic polymers, binders, or pigments, such as acrylic latex and alkyd oil. Modern coatings also contain additional chemicals that are intended to improve the workability, durability, resistance to mold, and drying speed of the paint or stain.

In general, oil-based coatings adhere better to wood surfaces than latex paint. Additionally, repeated layers of latex paint can form an impermeable barrier, preventing exterior wood from drying as it would have historically. Thus, the use of latex paints on historic wood exteriors should typically be avoided.

[illegible]

Common paint failure problems include:

- Weathering and deterioration due to sun exposure or improper application (for example, when the top coat dries before the underlying coat), causing chalking or fading; peeling, wrinkling, or blistering; cracking, crazing, or alligatoring; and areas of paint that are weathered away with bare wood showing.
- Damage due to moisture infiltration or leaks, causing blistering, cracking, or peeling

Refer to Appendix C - Material Inspection Checklists for more information on common paint and stain problems and recommended solutions.

[illegible]

NPS Preservation Brief 10:
Exterior Paint Problems on Historic Woodwork

A brightly painted Victorian-era Vernacular cottage.

Weathered paint on exterior woodwork.

Paint samples from "The Master Painter's Partner" catalog, 1932.

Exterior Woodwork

Exterior Paints & Stains - Maintenance & Repair

Exterior paints and stains should be inspected and renewed regularly (every five to eight years, with potential touch-ups at heavy wear areas during that time). This maintenance is crucial to the survival of exterior woodwork. When performing any repainting work, proper surface preparation is key to ensuring that the new paint will adhere and last. Surfaces should be clean, dry, and free of any loose dirt or peeled paint.

- Wash surfaces with a mild detergent solution and scrub with natural bristle brushes. Carefully hand-scrape to remove any old paint that is not tightly bonded to the surface, and hand-sand to smooth out any rough areas.
- Fill gaps, joints and holes over countersunk nails with putty or caulk.
- Use a high quality, exterior grade paint or stain; for staining, use a clear finish with some UV-resistance.
- Avoid encapsulating paints (for example "liquid siding") and clear waterproof coatings that can trap moisture in the wood and promote rot.
- Application methods and steps will vary, but in general, spot prime any bare wood areas first, followed by two coats of finish paint or stain (e.g., wait 24 hours and allow first coat to completely dry).

For more detailed information on treating paints and stains on historic woodwork, refer to Appendix C - Material Inspection Checklists.

Lead-Based Paint and Paint Removal Safety

Lead-based paint is a toxic material that was widely used on both exteriors and interiors of buildings well into the 1950's. Most historic buildings at least 50 years old will contain some lead-based paint. In its deteriorated form, it produces paint chips and lead-laden dust particles that are a known health hazard, particularly to children. In most cases, the lead-containing paint has been covered with newer paints, and any toxic materials are fully encapsulated and considered safe. However, during paint removal and surface preparation work, these earlier paint layers may be exposed. Consult a professional for potentially unsafe work, and follow these general guidelines when performing any paint removal work:

- Keep children and pets clear of work areas.
- Always wear safety goggles and a dust mask.
- Avoid open food or beverage containers in work areas.
- Thoroughly clean exposed skin, and thoroughly launder work clothes at the end of each day.
- Test painted wood in work areas first with lead test kits (obtained from hardware stores).

How Not to Prepare Surfaces for Repainting

The City of Redlands strongly recommends the following:

- Do not use strong, toxic chemical paint strippers, such as Jasco.
- Do not use open flame devices, such as torches, which can create sparks or fire, and will vaporize paint into highly toxic fumes. Minimize use of heat guns/devices (if used, limit to hours of cooler weather, water-down surface to be heated before/during/after, and monitor for smoke, etc.).
- Do not sandblast (it can be very damaging to the wood grain).
- Do not clean with high pressurized water, as it forces water into open joints (potentially causing leaks and damaging the framing and interior finishes).

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Roofing

Types & Components

Historic roof types and materials found in Redlands vary greatly depending on building type and architectural style. They include terra cotta (clay) tile, wood shakes and shingles, asphalt and composition shingles, metal roofs, and flat or membrane roofs. As a highly visible component of historic buildings, roofing material contributes to the overall appearance and character of a property and should be preserved. Roofing material obviously serves a purpose beyond aesthetics – namely, providing shelter and preventing water intrusion—and requires routine maintenance and, in many cases, periodic replacement to ensure the longevity of a building.

Clay tile (terra cotta) roofing on the Santa Fe Depot.

Wood shingle roofing on a Redlands Queen Anne house.

Composition shingle roofing.

Metal roof on a ca. 1906 warehouse building.

Roofing

Typical Problems

Maintaining the roof is key to keeping the building watertight, and avoiding potential interior damage from leaks. Traditional roofs achieve their weather-tightness mostly by overlapping elements such as shingles. The steeper the roof pitch, the less the length of overlap needed. Other roofs, such as flat membrane roofs or flat-seamed metal roofs, rely on the integrity of the roof material itself, and its proper installation, to remain watertight. Where roofs meet other elements, such as vertical walls, chimneys, or plumbing vents, they rely on flashings to redirect water or prevent water from entering critical joints. These are typical areas where leaks can occur.

We recommend inspecting your roof at least twice a year, and in particular after a heavy rainstorm. Keep an eye out for problem areas that may need repair, and clean out debris from drains or gutters. Consult a professional when needed. As typical roofing problems vary by material, they are grouped by material below.

Refer to Appendix C - Material Inspection Checklists for more information on typical roofing material problems and recommended solutions (grouped by roofing material).

[illegible]

Terra cotta or clay tiles are one of the most distinctive and decorative roofs due to the variety of shapes, colors, profiles, patterns and textures available. They are typically used in the Spanish, Mediterranean, Mission, and Pueblo Revival styles. Clay tile has an exceedingly long lifespan (100 + years), but regular maintenance and repairs are necessary.

Common terra cotta tile problems include the following:

- Broken tiles
- Deteriorated fastening system (from weathering or improper installation)
- Manufacturing defects
- Water damage from deterioration or improper installation of underlayments and flashings

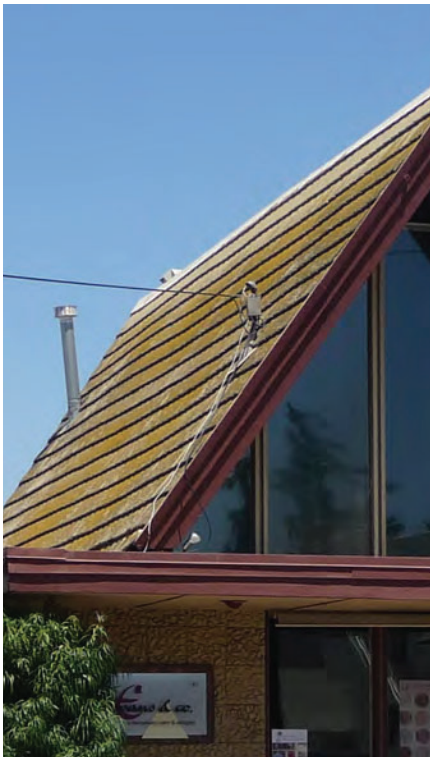
Concrete Tile

Concrete roofing tile was developed as a modern substitute for other roof materials, such as clay tile or wood shingles, and is increasingly common in Redlands in new construction and as a clay tile replacement material. Concrete tiles (including cement fiber composite) have a similar lifespan to clay tile, and have good fire-resistance and hail-resistance. Unfortunately, they are difficult to install correctly, prone to moisture problems, and tend to fade in color. The profile, color impermanence, and overall appearance make them inappropriate for use on historic buildings. The City of Redlands does not recommend the use of concrete tile on historic buildings.

NPS Preservation Brief 30:
The Preservation and Repair of Historic Clay Tile Roofs

Roofing

Typical Problems



Biological growth on a wood shake roof.

Wood Shakes and Shingles

Wood shakes and shingles can be used for pitched roofs, as well as siding. Western red cedar, Alaskan yellow cedar, and redwood are the most common wood species used. The differences between shingles and shakes is based on wood grade and size. Shakes are often larger, thicker at the butt-end, and offered in many surface textures, including handsplit (split on face with sawn backs), straight or tapersplit (split on both sides), and tapersawn (sawn on both sides). Shingles are typically sawn on both faces, with thinner butt-ends (about 3/8- to ½-inch thick).

Common wood shake and shingle problems include the following:

- Loose or slipped shakes/shingles
- Missing shakes/shingles
- Splits through the wood
- Surface erosion
- Rust stains from corroded fasteners
- Moss or biological growth

Deteriorated asphalt shingle roofing on the former Harbert Residence (1907).

Composition Shingles

Composition shingles are very common in residential roofing, and many historic buildings originally had composition shingle roofs; it is also a common replacement material for buildings that originally had wood shingle/shake roofs, and even clay tile. Composition shingles are manufactured from various materials, such as asphalt, fiberglass, and recycled paper products. They are fire-resistant, and some are also resistant to mold growth and algae. Asphalt shingles are similar to composition but heavier in weight (due to larger asphalt content), and typically carry shorter warranties. Asphalt roofs can typically last up to 20 years; whereas composition roofs can last 30+ years, with good maintenance.

Common asphalt and composition shingle problems include the following:

- Loose or slipped shingles
- Missing shingles
- Surface erosion
- Damage from impact or weathering

Roofing

Typical Problems

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Flat roofs are covered with a variety of materials, some of which date to the historic era and some of which do not; historic buildings with flat roofs typically have a parapet that conceals the rooftop, so materials tend to be utilitarian and do not contribute much, if anything, to the building's appearance. The most common types of historic flat roofs include: built-up roofs, consisting of hot-applied asphalt and covered with gravel or decorative ballast; modified bitumen roofs, consisting of a base sheet and cap sheet that are either hot-applied with asphalt, cold-applied with adhesive, torched-down, or self-adhesive (peel-and-stick) sheets; and rubber roofs, consisting of rubberized sheets that are either glued down or weighted down with decorative stone. A roofing professional can assist you with determining what type of roofing system you have, and provide information on the best ways to maintain or repair it.

Due to their flatness, these roofs generally rely on the integrity and installation of their membrane or coating to ensure the building remains watertight. In some cases, the system has 2 or even 3 layers overlapped, so there may be some redundancy for controlling leaks; whereas others are a single ply membrane only, and can be easily damaged. Depending on the system, flat roofs can last anywhere from 15-30 years, but should be replaced when the damage or deterioration exceeds 20% of the roof area.

Common flat roof problems include the following:

- Bubbles, blisters, or wrinkles in the membrane
- Cracking, tears, splits, and punctures
- Damaged or missing fasteners or plates
- Water ponding due to low spots or poor drainage
- Surface erosion
- Weathering of reflective paint or coatings
- Water intrusion

Roofing

Typical Problems

Corroded and warped corrugated metal roof.

Corrugated metal roof with open hole.

Exterior stone chimney.

b [illegible]

Metal roofs can include various types including standing seam, flat seam, and corrugated or ribbed panels; they are most common on historic industrial buildings, but are sometimes seen on residential, commercial, and institutional properties as well. Standing seam roofs are used for pitched roofs. The edges of the metal sheets are crimped together, providing a watertight seam, and leaving the edges standing up to provide regular ridges down the roof slope. Flat seam roofs are used for very shallow or flat roofs. With these, the edges of the sheet metal are crimped together, but hammered flat to provide a watertight seam and flat walking surface. Prefabricated metal roof panels, such as corrugated roofing, are provided in larger sheets, and rely on sheet overlap and underlayment materials to provide watertightness.

Common metal roof problems include the following:

- Deterioration when protective painted or galvanized surfaces break down
- Corrosion from water intrusion and galvanic action (when dissimilar metals chemically react against each other)
- Inappropriate or improperly installed fasteners
- Slipping, buckling, or warping of metal sheets due to building movement (uneven settlement or seismic activity)
- Loosening and tearing of seams or edges
- Damage from impact or weathering

i [illegible]

Chimneys are often a highly prominent feature of a historic building, designed to complement the architectural style. They are traditionally constructed of brick or stone masonry, and some styles feature stucco-covered chimneys. Due to their vertical height and exposure, along with exposure to heat, chimneys are prone to leaks and other problems, and should be regularly inspected and maintained. Consult a professional to assess the structural stability of your chimney.

Common chimney problems include the following:

- Falling or leaning due to seismic activity or structural problems
- Deterioration and damage due to water intrusion
- Deterioration and damage of component materials (brick, stone, stucco) as addressed above

Roofing

Typical Problems

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Roof drains, gutters, and downspouts are an equally important part of any roofing system, working to carry collected roof water away from the building, and often protecting and prolonging the life of the architectural materials. They are a regular maintenance concern for any property owner, but when properly inspected, cleaned, and maintained, they will work well into the future; twice-yearly inspection and cleaning is recommended.

Drains at flat roofs are most often “area drains”, installed a low spots to collect surface water, which run through the building in concealed pipes. Some flat roofs may also have overflow scuppers (small openings in the parapet walls) as a backup in case drains become blocked. Gutters and downspouts typically drain and carry roof water to the ground along the outside of the building (although they can also be internal drains in the exterior walls, depending on the installation). These elements can vary in material and style. Some may be original to the building, or added later for water control. Depending on the style, gutters may be visible, and attached or hung from eaves; or they may be non-visible, built-into the eaves and concealed behind decorative cornicework. Downspouts may also be simple tubes or quite decorative with stamped sheet metal collection boxes (conductor heads) or decorative cast iron boots. Scuppered openings often have these conductor heads and downspouts as well.

Common problems with drains, gutters, and downspouts include:

- Clogging with leaves, trash, or other debris
- Loose or missing pieces
- Denting or crushing
- Open seams and broken welds
- Deterioration and corrosion due to weathering and moisture
- Water ponding or splashback at ground discharge area

Corroded downspout.

Drain with uneven grate panels.

Integral gutter at Santa Fe Depot.

Roofing

Typical Problems

Roof with multiple penetrations and flues.

HVAC equipment atop a commercial building.

[illegible]

[illegible]

[illegible]

Roofs can have any number of penetrations or equipment, such as vent stacks for plumbing, exhaust flues for cooking or mechanical equipment, air conditioning equipment, and solar panels. While some of these are historic, most are modern upgrades; nevertheless, they should be regularly inspected, maintained, and repaired to prevent problems with the overall roof system. For smaller penetrations and flues, these often are flashed into the roof system, or have some other type of integral flashing around them. Larger equipment, like solar panels and HVAC condensers are typically supported on their own framing or equipment curbs, which are attached to the roofs. For larger equipment, consult a roofing professional to ensure that the equipment is properly supported and attached to the structure, without damaging the roof.

Common problems with roof appurtenances include:

- Unstable attachments
- Loose or missing pieces
- Open seams and broken welds in integral flashing
- Deterioration and corrosion due to weathering and moisture

Solar panels on a composition shingle roof.

[illegible]

NPS Preservation Brief 4:
Roofing for Historic Buildings

Roofing

Maintenance & Repair

Regardless of material type, roofing material should be regularly inspected (twice a year) and maintained. It is important to keep roofs and drainage systems dry and free of debris (like leaves, pine needles, and dirt). The recommended treatments below are broadly applicable to most roofing materials and roof types.

- Review for possible sources of moisture, and correct/repair where possible. Provide drainage control elements, such as gutters and downspouts, to carry roof water away from the building.
- Maintain underlayments and flashing
- Re-attach loose clay tiles, shingles, or shakes
- Treat wood shakes and shingles with biological growth inhibitors
- Replace individual clay tiles, shingles, shakes, or metal sheets where broken or missing; match existing in size, profile shape, and color
- When replacing large areas or a whole composition shingle roof, match existing shingles in size, shape, pattern, and color. Over-roofing (installing a new layer of shingles over existing) is not recommended due to added weight and installation issues.
- Patch damaged areas of flat or membrane roofs using compatible materials
- Clean, prepare, and repaint metal surfaces (with zinc-rich paint coatings for galvanized surfaces)
- Repair open or damaged seams and panels in metal roofs by re-soldering or patching
- Brace or reinforce chimneys
- Professional inspection, cleaning, and re-lining of chimney flues
- Seal or patch small voids or breaks in flashing or gutters with a bituminous paste (roofing tar) or sealant
- Repair damaged or open flashing or gutter seams by re-soldering, re-cleating, or riveting
- Use mesh screens on gutters and strainers on roof drains to catch larger debris
- Clean drainage system regularly, keeping free of debris
- Trim back overhanging tree limbs

For more detailed information on treating specific historic roofing materials, refer to Appendix C - Material Inspection Checklists.

Remove debris from roofs and gutters.

Reattach or replace loose or missing shingles.

Brace or reinforce chimneys.

Redlands Regular Meeting of 09-03-24 1222 of 1977

Windows & Doors

Types & Components

Windows and doors present special issues when it comes to preservation because they often combine multiple material types in complex assemblies. Doors are often simpler than windows, with common examples including wood slab or paneled types without glazing. But glazed doors are also common in Redlands, ranging from paneled wood doors with partial glazing to wood French doors (narrow paired multi-light doors) to fully glazed aluminum doors. Windows by definition comprise multiple materials, with glass panes held in place by wood, steel, or metal components. Glazing variations can include stained, leaded, or diamond-paned glass.

Grouped multi-light wood windows at the Santa Fe Depot.

Door with arched opening, flanked by casement windows.

Picture window on a Tudor Revival house.

[illegible] [illegible] [illegible] [illegible] [illegible]

In Redlands, the most prevalent window types are single and multi-light double-hung windows; casement and fixed windows with multi-light configurations; aluminum sliding windows; bay windows; picture windows; and special windows (round, round-arch, pointed-arch, leaded, stained glass). Wood windows are the most common, but steel and aluminum are also present.

The most prevalent door types are rectangular paneled doors (either solid or partially glazed); solid doors (plain surface, not panelized); round or pointed-arched doors (either solid or paneled); fully glazed doors (one large full light); and French doors (paired multi-light doors). Wood doors are the most common, but steel and fiberglass composites are also present.

Refer to Ch. 2 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Resources for more information on window and door types.

The tall wood doors and clerestory windows on this Contemporary Ranch house are integral to its character.

Windows & Doors

Typical Problems

Windows and doors can have a number of problems, most often related to the deterioration of the materials themselves from a lack of maintenance or over-use. Common problems with doors and windows include:

- Wood decay, rot, and deterioration due to moisture (in particular at window sills and door thresholds)
- Wood insect damage
- Racking (skewing) of window and door frames due to ground settlement or seismic activity
- Overpainting of window sashes and frames so they become difficult to open and close
- Steel corrosion and deterioration
- Aluminum oxidation
- Glass breakage from impact, vandalism, or cyclic temperature changes
- Broken, damaged, or corroded/deteriorated hardware
- Drafty openings

Refer to Appendix C - Material Inspection Checklists, for more information on common door and window problems and recommended solutions.

Cracked glazing in a stained glass window.

Weathered doors with corroded and missing hardware.

[illegible]

NPS Preservation Brief 9:
The Repair of Historic Wooden Windows

Windows & Doors

Maintenance & Repair

Weathered and racked window needing repair.

A well-maintained door.

As with other historic building materials, routine maintenance of historic windows and doors is key to ensuring their survival. Gentle cleaning, oiling hardware, and other preventive maintenance will head off major issues. In general, replacement of an entire window because of a deteriorated piece is not necessary. Most often the damaged part can be either repaired or removed and replaced in kind. The type of repair will vary depending on the material (see "wood" and "metal" sections above). To maintain and prolong the life of the materials, it is important to control unwanted moisture by maintaining paint coatings, sealants, and putties. When these materials begin to peel, age or crack, water can get inside and propagate wood rot or metal corrosion.

- Inspect doors and windows for racking, damage, and problems with operation
- Clean surfaces regularly and repaint as needed
- Replace window putties and sealants regularly
- Clean and oil hardware as needed
- Remove built-up paint that may restrict movement
- Re-caulk perimeter joints and install weatherstripping between moving parts to reduce air infiltration
- Replace broken glazing in kind

For more detailed information on treating window and door materials, refer to Appendix C - Material Inspection Checklists.

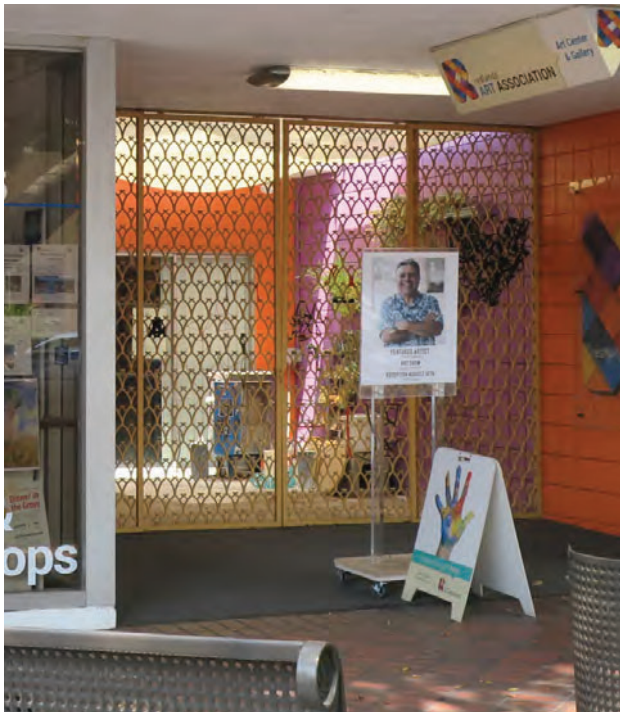
Metalwork

Types & Components

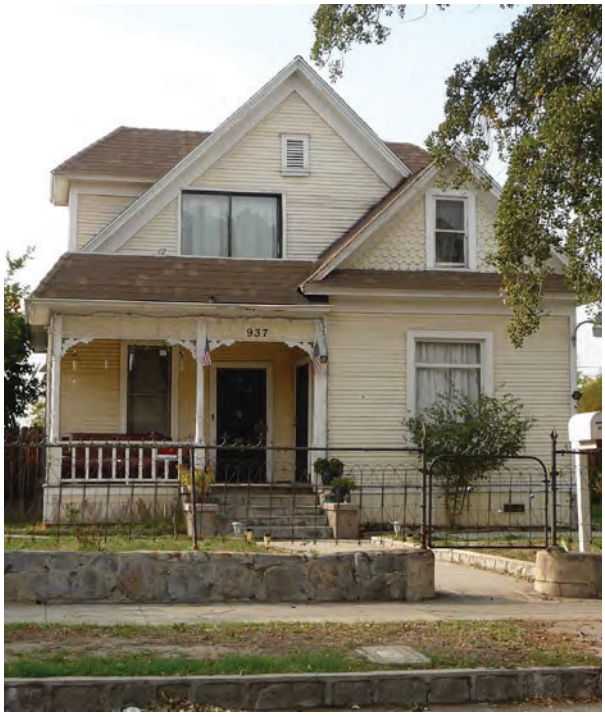
Exterior metalwork in Redlands is generally limited to decorative architectural items, such as grilles, finials, weathervanes, awning supports and other miscellaneous hardware; and non-architectural items, such as decorative metal handrails and fences. Metals can generally be divided into two categories: ferrous and non-ferrous. Ferrous metals can include iron, cast iron, wrought iron, steel and other ferrous alloys. Non-ferrous metals can include bronze, copper, aluminum and zinc. Ferrous metals are the predominant type found in Redlands, and will be discussed here..

Decorative metal awning supports.

Decorative metal finials and weathervane at roof ridge..



Decorative metal gates at entrance.



Decorative metal fencing.

Metalwork

Typical Problems

Galvanic Corrosion

Galvanic corrosion can occur between two or more dissimilar metals. When in contact with an electrolyte, such as water, one of the metals will corrode at a faster rate than it normally would. This is the principle behind galvanizing of steel. The steel is typically coated with a layer of zinc, which will corrode preferentially to the steel, and thereby protect it.

For decorative metal items and metal flashings, galvanic corrosion can occur when dissimilar metals are used together, such as fasteners. It is generally good practice to use the same or similar metals for fastening metalwork or flashings.

Metalwork when exposed to the elements will slowly oxidize over time, essentially breaking down and reverting back to its core elements. For ferrous metals, this is typically a reddish iron oxide corrosion product, commonly referred to as rust. This process can be accelerated by air pollutants, acid rain, salts, lack of paint coatings, and the presence of dissimilar metals (see "galvanic corrosion"). Rust typically begins as a surface condition, and over time will erode the metal to the point of loss of strength and breakage. Rusted metal can also damage adjacent materials, such as masonry. Rusted metal embedded in masonry can expand up to ten times its normal size, putting immense pressure on the surrounding masonry and causing cracks or spalls. It is important to address rusted metalwork in the early stages before the problem progresses.

Refer to Appendix C - Material Inspection Checklists for more information on common metalwork problems and recommended solutions.

Example of rust at a painted metal fence.

Metalwork

Maintenance & Repair

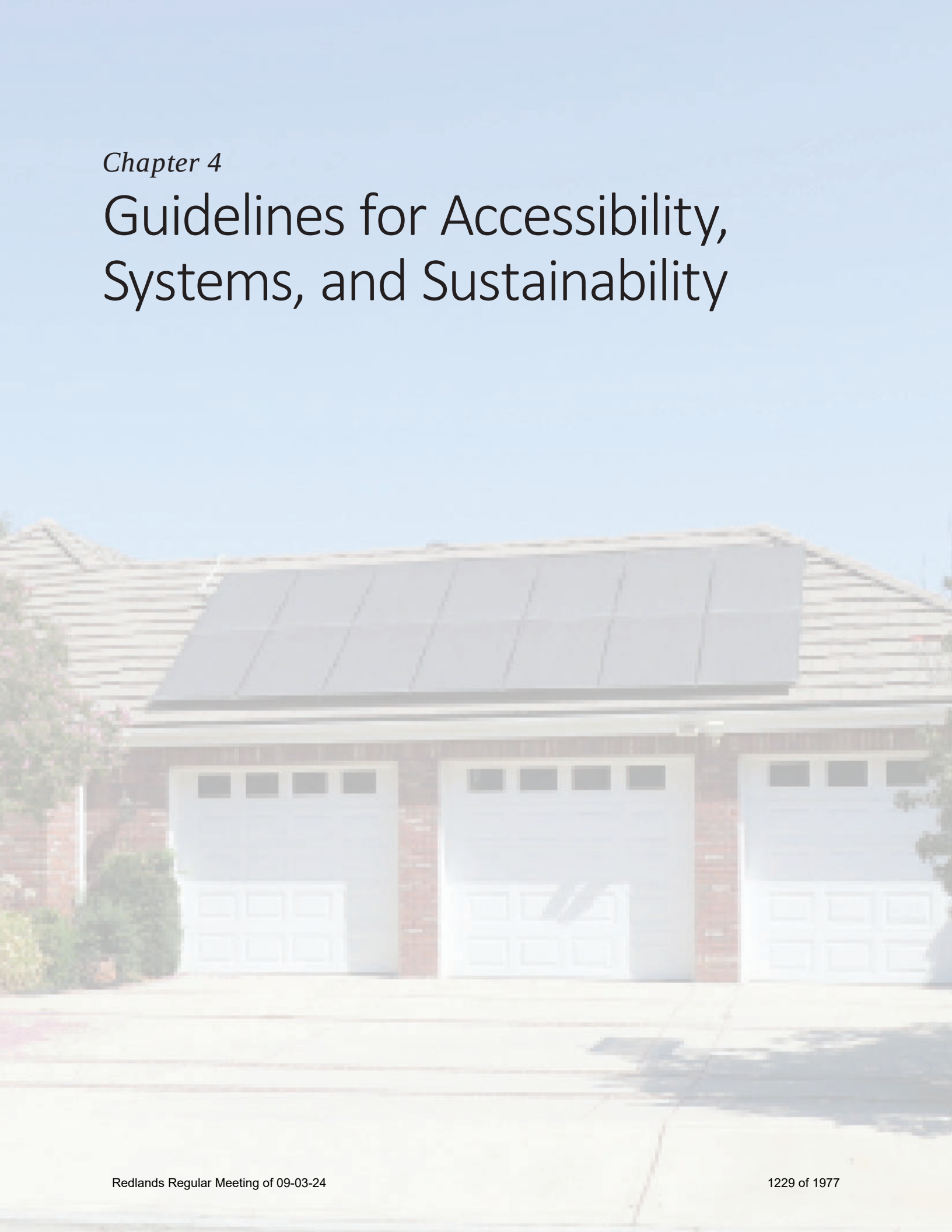
Exterior ferrous metalwork is best preserved by maintaining exterior paint coatings. These should be inspected and renewed regularly (every five to eight years, with potential touch-ups at heavy wear areas during that time). When performing any repainting work, proper surface preparation is key to ensuring that the new paint will adhere and last. Surfaces should be clean, dry, and free of any rust, loose dirt, or peeling paint. *See above for more detailed information on treating paint coatings.*

- Wash surfaces with a mild detergent solution and scrub with natural bristle brushes. Remove loose soiling and peeling paint. *See above for discussion on lead paint safety.*
- Remove surface rust by hand with Scotchbrite pads and steel wool. Sand surfaces to smooth out any rough areas. When rust cannot be removed, stabilize rusted surfaces with a tannic-acid based rust converter.
- At areas of moderate rust where metal is pitted, fill gaps with a compatible metal putty.
- At areas where the metal component is heavily rusted, broken or strength is compromised, replace in kind.
- Replace heavily deteriorated fasteners and fasteners of dissimilar metals.
- Use a high quality, exterior grade primer and paint coating. Zinc-rich paints and primers are recommended for ferrous metalwork. Consult your local paint supplier for products suited to your application.

For more detailed information on treating paints and stains on historic woodwork, refer to Appendix C - Material Inspection Checklists.

Chapter 4

Guidelines for Accessibility, Systems, and Sustainability



Chapter Overview

This chapter provides design guidelines for a variety of modern needs that can pose challenges for owners of historic properties: accessibility (ADA compliance); updated mechanical and utility equipment; security systems; and environmental sustainability (like energy efficiency, water conservation, and green energy technology). It also provides guidelines for the treatment of structural systems in historic buildings, including seismic upgrades.

Use This Chapter If...

- You own a historic building that needs to be upgraded to meet accessibility requirements.
- You are undertaking mechanical improvements, utility upgrades, or security upgrades that may be visible at the exterior of your historic building.
- You are interested in enhancing your historic building's energy efficiency or are pursuing other improvements related to environmental sustainability.

What's Inside...

Accessibility
    Sites and Entrances
Mechanical, Utility, and Security Equipment
Energy Conservation and Environmental Sustainability
    Treatment Guidelines
    Historic Doors & Windows: Retrofitting vs. Replacement for Energy Efficiency
    Energy Efficiency Upgrades and Water Conservation Strategies
    Energy-Generating Technologies
    Solar Technology
    Wind Power
    Cool Roofs and Green Roofs
Structural Systems
    Treatment Guidelines
    Seismic Upgrades

Accessibility

Guidelines for Accessibility

In 1990, the Americans with Disabilities Act (ADA) was passed, mandating that all public buildings be accessible to everyone, including those with disabilities. The ADA applies to historic buildings that are used for commercial, multi-family, rental, and public purposes. However, the law also allows for alternative measures to be considered when the integrity of a historic building may be threatened by standard accessibility upgrades. Redlands' owners of public historic properties should comply with accessibility requirements while still preserving the character and integrity of their historic buildings. As these Historic Design Guidelines are intended to direct the exterior treatment of historic buildings, treatment options related to making interior historic spaces accessible are not provided.

For more information regarding the ADA and historic buildings, refer to the 2016 California Historical Building Code, California Code of Regulation, Title 24, Part 8.

The accessibility ramp at the side of this building is painted and retains a simple design that is compatible with the historic building.

[illegible]

- Provide barrier-free access that promotes independence for those with disabilities, while preserving the significant historic features of the building and its site.
- Install accessibility ramps, railings, and lifts in such a way that their impact on the historic building is minimized. Accessibility features should be reversible so that if removed in the future, the integrity of the historic building should not be compromised.
- Integrate ramps, railings, and lifts with the building's architecture and historic setting. Use materials that are compatible with the original building materials and design. Avoid the use of pre-manufactured metal ramps or wheelchair lifts at the primary façade of the building.
- Retain historic doors when possible. Retrofit historic doors for accessibility by adding lever-handle devices to existing hardware and/or installing power assisted door openers.
- If the primary entrance to the building is too narrow for accessibility requirements, establish an entrance doorway that meets requirements at a secondary façade. The doorway should be no further than 200 feet from the primary entrance, per the State Historical Building Code.

[illegible]

NPS Preservation Brief 32: Making Historic Properties Accessible

Mechanical, Utility, & Security Equipment

Guidelines for Systems

New technologies in building operations and contemporary security requirements have introduced various types of equipment into (and onto) historic buildings where they were not present historically. The physical and visual impacts of such equipment should be minimized in order to preserve the character and integrity of Redlands' historic resources.

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- Install mechanical equipment in areas and spaces that require the least amount of alteration to the historic features and fabric of the building. Avoid cutting holes in important architectural features, such as cornices, decorative ceilings, and wall paneling.
- Locate heating, ventilating, and air conditioning (HVAC) equipment, such as air handling units and heat pumps, at the rear roof or yard of the building to minimize its visibility from the public right-of-way. Avoid installing mechanical equipment at the primary façade of the building.
- If visibility from the public right-of-way is unavoidable, incorporate equipment with matte finishes and colors compatible with the historic building fabric.
- Place ground-mounted equipment in inconspicuous locations and consider installing a modest screen around the equipment.
- When feasible, install ductless air conditioning units or mini-duct systems so that ducts are not visible from the exterior.

For more information regarding mechanical, electrical, and plumbing requirements in historic buildings, refer to the 2016 California Historical Building Code, California Code of Regulation, Title 24, Part 8.

This mechanical equipment is located below the parapet of the building so that it is not visible from the public right-of-way.

[illegible]

- Install utilities in areas and spaces that require the least amount of alteration to the historic features and fabric of the building. Avoid cutting holes in solid walls to install conduit.
- When possible, group utility lines into one conduit to reduce the visual impact on the historic building.
- Do not use exposed conduit on the exterior of the historic building. If unavoidable, paint conduit to match the building's exterior.
- Antennas and satellite dishes should be located in places that are not readily visible from the public right-of-way (i.e. on the roof at the rear of the building).
- When possible, install automated teller machines (ATMs) on the interior of the building to avoid adverse impacts to the exterior. Avoid locating ATMs at the primary façade of the building.

Avoid installing utility features, such as this antenna, at the front of a building.

Mechanical, Utility, & Security Equipment

Guidelines for Systems

An example of a security camera installed at the upper storefront in an inconspicuous area, behind an awning.

Avoid the use of security bars and doors that obscure historic fenestration.

[illegible]

- Install security equipment in such a way that it requires the least amount of alteration to the historic features and fabric of the building. The installation of security devices should be reversible so that if removed in the future, the integrity of historic materials would not be compromised.
- Security devices, such as cameras and lighting, should be small and located in inconspicuous areas (i.e. inside eaves or awnings) so that they do not detract from the historic character of the building.
- Security devices should not obscure significant architectural details or features.
- On commercial storefronts, use operable and transparent security screens, when necessary. Avoid using solid metal roll-up doors that hide historic storefronts when closed.
- Avoid the use of security bars and doors that obscure historic fenestration, particularly at the primary façade and those most visible from the public right-of-way. Security bars and doors may be acceptable for use on fenestration not visible from the public right-of-way (i.e. on the rear façade).

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NPS Preservation Brief 24: Heating, Ventilating, and Cooling Historic Buildings -- Problems and Recommended Approaches

Energy Conservation and Environmental Sustainability

Guidelines for the Treatment of Inherently Sustainable Historic Building Components

In 2017, the City of Redlands adopted a Climate Action Plan (CAP) to demonstrate its commitment to reducing greenhouse gas (GHG) emissions and complying with the State of California's GHG emission reduction standards. The Redlands CAP sets forth the following goals related to energy reduction in existing buildings to more aggressively target GHG emissions:

- Encourage residential energy efficiency retrofits with the goal of a 50 percent energy reduction in 30 percent of the total homes citywide by 2035.
- Encourage commercial and industrial energy efficiency retrofits with the goal of a 25 percent energy reduction in 30 percent of the commercial and industrial square footage citywide by 2035.

Because older buildings are often less efficient than their newer counterparts, Redlands' substantial historic building stock presents a significant opportunity for reducing the city's GHG emissions. In order to preserve the character of Redlands' historic buildings, energy conservation measures should focus on retaining inherently sustainable, energy-saving historic features and implementing energy efficiency improvements that have minimal impact on historic integrity.

Prior to pursuing any energy efficiency upgrades in a historic building, the following treatment guidelines should be considered in order to optimize the energy-saving potential of the historic building's existing components and features.

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- Preserve the character and integrity of the historic building and its components during energy efficiency upgrades.
- Preserve inherent energy-saving features of the historic building. Energy-saving features include shutters, awnings, porches, skylights, vents, operable windows, and transoms, which together help to provide natural climate control.

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- Maintain the building's energy-saving features in operable condition. Regular, ongoing maintenance helps to preserve historic fabric and maximize operation efficiency.
- During regular maintenance, prioritize the use of sustainable products, such as non-toxic cleaning products that are compatible with historic finishes, and low volatile organic compound (VOC) paints when repainting.

In addition to preserving their historic character, the reuse and sensitive upgrading of historic buildings reduce the amount of energy needed to produce new building materials by preserving the energy already contained in existing buildings. The sum of all the energy consumed in the process of producing building materials is known as embodied energy.

Energy Conservation and Environmental Sustainability

Guidelines for the Treatment of Inherently Sustainable Historic Building Components

Repair rather than replace building materials to reduce the amount of waste being sent to the landfill.

Retrofitting original windows with historically compatible, low-e glass is a way to achieve greater energy efficiency. (Photo, City of Phoenix Planning and Development Department, Historic Preservation Office, 2018.)

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- Repair, rather than replace, deteriorated building materials and components, in order to reduce the amount of waste being sent to the landfill and the need to produce new materials.

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials for additional information on appropriate repair options.

- Repair inoperable windows and transoms that were historically operable to increase natural ventilation.

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- If historic windows are missing or are deteriorated beyond repair, install energy-efficient windows that match the material, design, size, proportion, and overall appearance of the existing historic windows.
- Replacement windows may include new windows with clear, low-emissivity (low-e) glass or laminated glass that is not noticeably different in profile or reflectivity than existing historic glazing.
- In general, double-glazed windows are incompatible replacement windows in a historic building because most double glazing reflects differently than single glazing, altering the historic appearance of the building. Additionally, double glazing often requires thicker muntin profiles than exist in historic windows, which can alter the historic character of the building. However, recently some manufacturers have begun to make slim-profile, double-glazed windows, which may be appropriate for historic buildings. The City may determine whether double-glazed window panes are acceptable on a case-by-case basis.

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- Restore inherently sustainable, energy-saving historic features that have been removed or altered. Restoration of these features should be based on existing historic documentation.

Energy Conservation and Environmental Sustainability

Historic Doors & Windows: Retrofitting vs. Replacement for Energy Efficiency

There is a common misperception that historic windows are drafty, difficult to maintain, and not energy efficient. Window manufacturers propagate this myth, often by comparing a new window with an unrestored, unmaintained historic window. The principal offender affecting a building's energy efficiency is actually the infiltration of air, rather than heat gain or loss through window glass. According to the Journal of Building Physics (January 2012), studies estimate that infiltration can account for as much as 50% of the heating load in a building. Thus, the addition of weatherstripping at windows and doors, as well as caulking cracks and sealing mechanical ducts and pipes, can have a major impact on reducing air infiltration and increasing energy efficiency.

Keeping and restoring historic wood windows instead of replacing them is important not just to a building's authenticity, but also to sustainability. The original wood materials and thin profiles found in historic windows are difficult to replicate with new windows. Traditional windows were made from quality materials and used individual parts fitted together (stiles, rails, muntins, etc.). They incorporate both hardwoods and softwoods, often from early growth lumber, which is more dense, dimensionally stable, and termite-resistant compared to contemporary lumber. And when the parts are damaged, they can be individually repaired or replaced in kind.

Modern windows are manufactured using contemporary lumber as complete units. When one part fails, the entirety must be replaced. They are also visually bulkier and less refined in detail than their historic counterparts, a result of their need to accommodate double-glazed panes.

Maintaining and repairing historic windows can be as simple as adding weatherstripping, keeping components clean and operable, insulating wall cavities (like sash pockets in double-hung windows), and maintaining paint to prevent sashes and frames from warping and deteriorating.

Appropriate Window Gla ing Alternatives

Redlands' hot summers can add significant energy costs associated with cooling a building, putting more strain on mechanical systems. Low-emittance ("low-e") glass has been proven to improve thermal performance by eliminating infrared radiation through the window, and can be installed in historic windows. Another option is laminated glass, which has some insulating value and can be equipped with a low-e coating to help offset heat gain. Some manufacturers are also making slim-profile, double-glazed panes, which may be appropriate for retrofitting historic windows. However, the City should be consulted before deciding on an appropriate window glazing alternative.

Energy Conservation and Environmental Sustainability

Energy Efficiency Upgrades and Water Conservation Strategies

Consider hiring a professional to conduct an energy audit in order to identify energy efficiency upgrades that can be undertaken without compromising the historic character of the building.

Seek less invasive weatherizing solutions first, such as installing interior curtains or shades.

Awnings are a historically appropriate solution to keeping a building cool.

There are a number of energy improvements and water conservation strategies that may be appropriate to implement in a historic building. While the appropriateness of different strategies may be determined on a case-by-case basis, any improvements that are undertaken should not compromise the historic character and integrity of the building.

- Prioritize energy upgrades and water conservation methods that are less invasive and thus less likely to damage historic building material. Less invasive improvements include:
  - The addition of weatherstripping at windows and doors
  - The installation of operable systems at historic fenestration (i.e. storm windows/doors, curtains, and awnings)
  - The application of clear window films to block ultraviolet (UV) rays
  - Sealing and insulating air ducts and water pipes
  - The installation of energy- and water-efficient systems (i.e. high efficiency air conditioning units, LED light bulbs, low-flow sprinkler heads, and timed sprinkler systems).
- Install insulation at the interior of the building so that the exterior historic appearance of the building is not impacted. Insulation should only be installed after other less invasive energy-efficient upgrades are implemented and air infiltration has been reduced.

Prior to insulating a historic building, consult with a professional to ensure the insulation can be installed safely without affecting the durability and lifespan of historic building material.

Energy Conservation and Environmental Sustainability

Energy Efficiency Upgrades and Water Conservation Strategies

- If the building's landscaping is not historically significant, consider planting drought tolerant, water conserving vegetation.
- Consider installing a graywater system, per City of Redlands Ordinance No. 2842 and the California Plumbing Code (Title 24, Part 5, and Chapter 16).
- Incorporate rainwater harvesting systems, such as rain barrels. Install barrels where they will have a minimal impact on the historic character of the building (i.e. at the rear or side of the building).
- When installing new paving (i.e. a walkway or driveway), consider using pervious concrete, a porous material that allows water to infiltrate, helping to manage runoff and recharge groundwater supplies. New concrete should match the tint, scouring pattern, and dimensions of existing historic concrete.

Refer to Ch. 9 - Guidelines for Site and Landscape Design for additional information regarding appropriate historic hardscaping treatments

Refer to the City of Redlands' website for more information about its free water use analysis by Water Conservation staff and its Water Rebate Program: https://www.cityofredlands.org/post/conservation-programs

Consider installing drought tolerant landscaping to conserve water.

Porous driveways help with water runoff.

Energy Conservation and Environmental Sustainability

Energy-Generating Technologies

Avoid installing solar panels at the front of a roof.

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- When installing solar technology, minimize potential adverse effects on the character and integrity of the historic building and, if applicable, the surrounding historic district.
- When possible, use ground-mounted solar technology. Site the equipment in an inconspicuous location, such as a rear or side yard.
- Locate solar equipment on new construction, additions, or on ancillary buildings, such as garages, in order to minimize any direct impacts to the historic building.
- If located on the roof of a historic building, solar equipment should be installed in such a way that its visibility is minimized from the public right-of-way. Solar equipment should not alter the historic roofline or roof profile. The size of the equipment should be subordinate to the overall size of the historic roof.
- Attach solar equipment using the least invasive methods possible so that it may be easily removed without adversely affecting historic building fabric.
- Ensure solar panels, framing, and conduits are compatible with the color of the surrounding historic fabric to minimize their visibility.
- As solar technology continues to advance, solar roof shingles may be acceptable for use on historic buildings, provided that the shingles are compatible with the historic appearance of the original roofing. Appropriateness may be determined by the City on a case-by-case basis.
- If installing solar equipment will negatively impact the historic character of the building or site, consider off-site renewable energy options.

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NPS Preservation Brief 3: Improving Energy Efficiency in Historic Buildings

Energy Conservation and Environmental Sustainability

Energy-Generating Technologies

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- When installing wind-powered technology, minimize the potential adverse effects on the character and integrity of the historic building and, if applicable, the surrounding historic district.
- When possible, use ground-mounted wind-powered equipment. Site the equipment in an inconspicuous location, such as a rear or side yard.
- Locate equipment on new construction, additions, or ancillary buildings to minimize any direct impacts to the historic building.
- Only in rare instances may wind-powered equipment be acceptable on a historic building since in most instances, the equipment would be highly visible, impacting the historic character of the building.
- If installing wind-powered equipment will negatively impact the historic character of the building or site, consider off-site renewable energy options.

An example of wind-powered equipment located in a remote land location. (Photo, National Park Service, Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings, 2018)

Cool Roof vs. Green Roof

Cool Roof: a roof made of highly reflective paint, sheet coverings, tiles, or shingles. Cool roofs are designed to reflect more sunlight and absorb less heat than a standard roof. In turn, they lower roof temperatures during hot, sunny weather, keeping buildings cooler inside and increasing energy savings for cooling.

Green Roof: a roof that is partially or fully covered with vegetation and a growing medium, planted over a waterproof membrane. Green roofs provide increased thermal insulation, helping to further energy savings for heating

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- When installing a cool or green roof, minimize potential adverse effects on the character and integrity of the historic building.
- When possible, install a cool or green roof on the flat-roof portion of a building to minimize its visibility from the public right-of-way.
- If the cool roof is visible from street level, ensure the color and roofing material is compatible with the historic building fabric.
- Vegetation on a green roof should be appropriately scaled so that it does not extend above the roof parapet.
- Prior to installing a green roof, ensure the roof is water tight and that roof drains, gutters, and downspouts function properly. Include a moisture-monitoring system to protect the historic building from added moisture and unintended leakage.

An example of a green roof with appropriately scaled vegetation that does not extend above the parapet.

Structural Systems

Treatment Guidelines

A building's structural capacity is crucial to its long-term preservation. In the State of California, where buildings are likely to experience seismic activity, structural stability is imperative to ensuring a historic building's future existence and the safety of those who use it. Moreover, current seismic code requirements specify that historic buildings must meet a minimum level of structural capacity. Historic building owners should comply with seismic code requirements while retaining a building's historic character and integrity to the greatest extent feasible.

Prior to pursuing any additional seismic reinforcement, historic building owners should consider the following treatment options regarding the enhancement of a historic building's existing structural system.

In some cases, a historic building's structural system, such as an exposed interior roof truss, may be a character-defining feature in its own right and should be preserved.

Inspect seismically vulnerable historic components, such as chimneys, to ensure they are structurally sound.

Weakened or sagging features, such as this porch roof, suggest the need for structural repair.

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- Preserve the design, scale, massing, form, proportions, materials, and details of a historic building and its components during seismic reinforcement.
- Avoid removing seismically vulnerable components, such as chimneys, parapets, cornices, or turrets that are considered character-defining features of a historic building.

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- Maintain a historic building in good condition to ensure the building is not debilitated by rot, rust, decay, or other moisture problems. Well-maintained buildings, even those that have not been seismically retrofitted, are more likely to survive a seismic episode compared to similar buildings that have not been maintained.
- Routine maintenance may include keeping gutters and downspouts clear and the roof and foundation in good repair; alleviating any signs of corrosion of metal ties at parapets and chimneys; regularly inspecting and safeguarding wood structural members from insect infestation; repointing deteriorated mortar joints; and ensuring exit steps are securely connected to the building so that they do not collapse during an emergency exit.

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- Repair a historic building's structural components to enhance its capacity to withstand a seismic event.
- Repair work may include augmenting existing structural components, such as weakened structural members, by pairing or sistering with a new member and bracing (or reinforcing in some other manner).

Structural Systems

Treatment Guidelines

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- Restore historic features and details, such as cornices, parapets, chimneys, and balconies that may have been removed due to their seismic vulnerability. Restoration of these features should be based on existing historic documentation.

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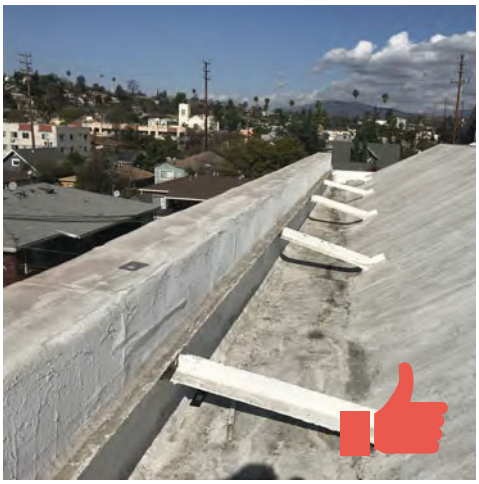
Often, additional structural reinforcement is necessary for the preservation of a historic building and the safety of its occupants. Seismic upgrades should be carried out sensitively, while still complying with code requirements.

- Prioritize seismic improvements that have a minimal visual impact on the historic exterior of a building. Such improvements may include interior diagonal bracing, moment frames, diaphragms, and shear walls that are set back (or otherwise not visible) from windows or storefronts, and hidden or grouted bolts and rods used to tie foundation, floors, and walls together.
- If visible from the right-of-way, reinforcement features such as anchor plates and washers should be designed to blend with the exterior of the building.
- Install exterior bracing at projecting elements, such as parapets, chimneys, and balconies, in such a way that the bracing is not visible from the public right-of-way and does not damage the decorative details of these elements.

For more information regarding structural requirements in historic buildings, refer to the 2016 California Historical Building Code, California Code of Regulation, Title 24, Part 8.

An example of seismic anchor plates that blend in with the surrounding brick.



An example of parapet reinforcement not visible from the public right-of-way.

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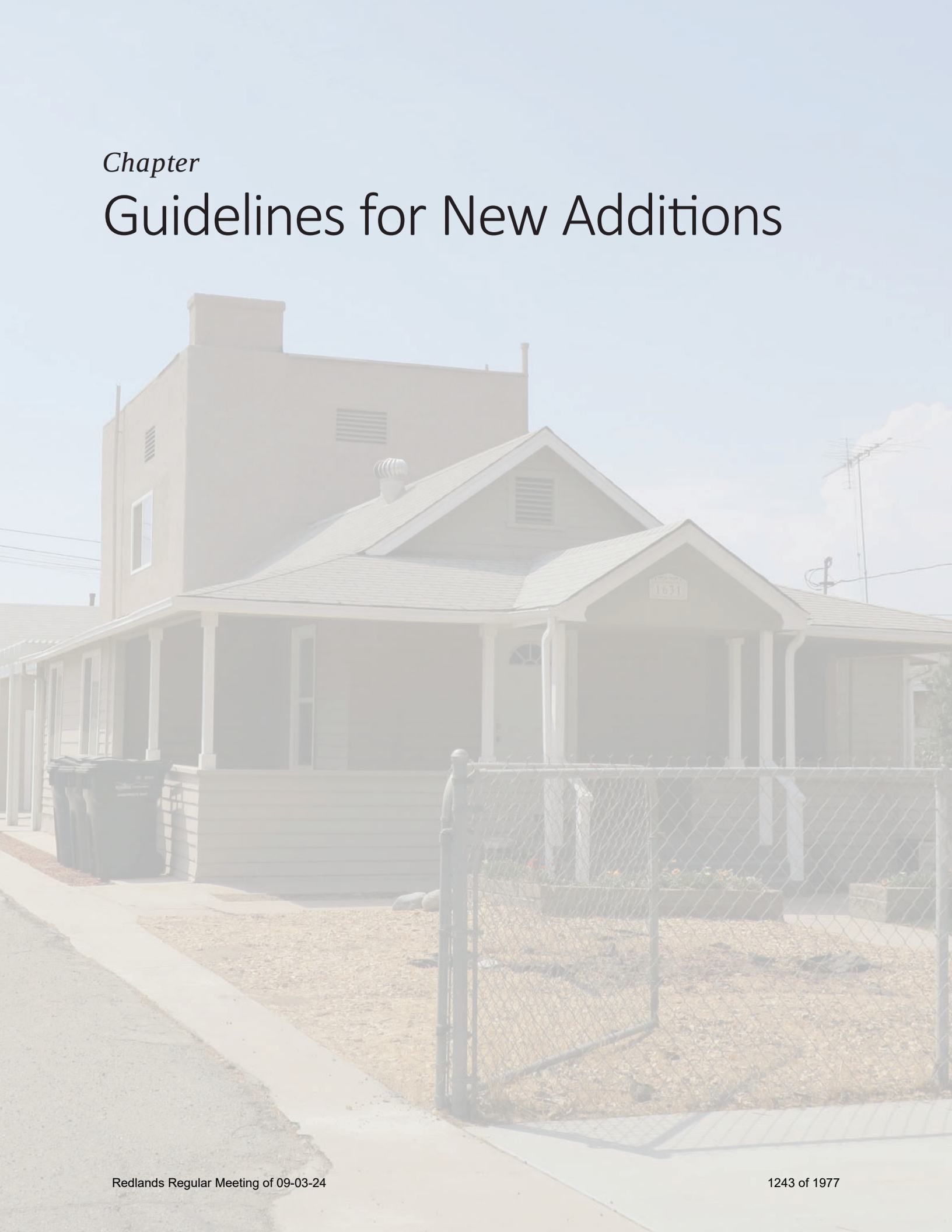
NPS Preservation Brief 41: The Seismic Rehabilitation of Historic Buildings

Chapter

Guidelines for New Additions



Chapter Overview

Additions to historic buildings may be acceptable when the continued use or adaptive reuse requires more space, or space/use of a different nature than exists, within the historic building. Constructing an addition may be an alternative to removing historic interiors by accommodating the new or expanded use outside of the historic building envelope. The goal in designing a new addition is to achieve the necessary space or function for the new or expanded use while having a minimal physical and visual impact on the historic building. In Redlands, new additions should be contextual, rather than contrasting, in order to preserve its historic small town character.

During the construction of an addition, precautions should be taken to protect the materials, features, and details of the existing historic building and adjacent historic buildings and structures on the site. Loss, alteration, or obstruction of a significant architectural feature as a result of a new addition is inappropriate.

Use This Chapter If...

- You have outgrown your historic building and need to accommodate more square footage by adding on to the building or constructing next to it.
- You are undertaking a rehabilitation and require a different kind of space than your historic building currently offers.
- You are interested in filling the vacant or under-developed land adjacent to your property.

What's Inside...

Residential Additions
Commercial Additions

Residential Additions

It may be appropriate to construct a new residential addition if it is required for the continued use or adaptive reuse of an existing historic building. A residential addition should be compatible in scale, location, massing, materials, and design to the existing historic building and the immediate neighborhood context.

An example of an appropriate addition to a historic building. The addition is located on the side façade, set back from the front of the building; it is smaller in footprint and subordinate to the main building, and its roofline has a similar pitch as the historic roof pitch.

An example of a minimally visible, appropriate roof addition at the rear of a building.

[illegible]

- Avoid an addition at or flush with the primary façade.
- Consider a sub-grade addition, where structural conditions allow.
- Above ground residential additions should be constructed at secondary façades (preferably the rear), not readily visible from the public right-of-way.
- A residential rooftop addition should be positioned on the rear plane of the roof.
- Maintain the general yard pattern (i.e. rear and side setbacks) around the new addition.

[illegible] b [illegible]

- A new residential addition should relate to the scale, massing, and form of the existing historic building.
- A new residential addition should be smaller in footprint than the existing historic building and set back from the edges of the façade or roof enough to establish a subordinate relationship. Maintain a proportional lot coverage to the residential block.
- A new ground addition should be less than the height of the existing historic building and a new rooftop addition should rise no more than one-story above the existing historic building to establish a subordinate relationship.
- Align with the orientation and shape of the roofline or eaves of the historic building.

[illegible]

National Park Service Preservation Brief 14:

e terior Additions to Historic Buildings Preser ation Concerns

Residential Additions

b [illegible]

- A new residential addition should be constructed of materials that are compatible with the existing historic building and neighborhood context in scale, color, and texture. If the existing building is composed of multiple materials, relate to the original material closest to the addition.
- Use of alternative materials may be appropriate at the non-visible sides of an addition.

w[illegible] [illegible]n[illegible] i [illegible] [illegible]

- A residential addition's architectural features and details should be compatible with the existing historic building and neighborhood context in overall character, but with minor variations and contemporary materials to differentiate the addition from the historic building. For example, single-light, double-hung wood windows may be appropriate at a rear addition to a building with multi-light, double-hung wood windows.
- Avoid copying the style of the historic building exactly or using conjectural features, such as a turret or shutters, that may create a false sense of history or change the style of the building.
- The new design, architectural features, and details should be modest so as not to detract from the historic building.
- Relate to the existing historic pattern and shape of window and door openings at the visible sides of an addition.

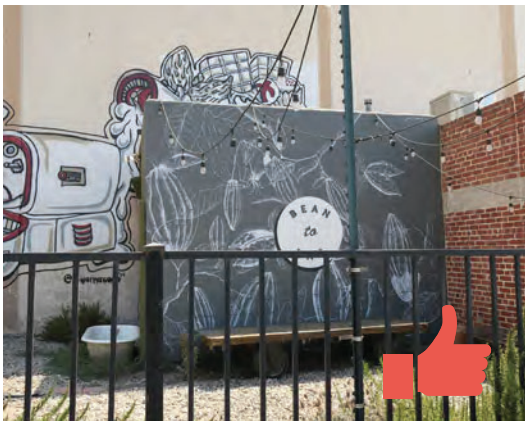
Avoid constructing additions at the primary façade of the building.

Avoid additions that are not compatible with the scale and style of the building.

Avoid large additions that compete with the scale, massing, and design of the building.

Commercial Additions

It may be appropriate to construct a new commercial addition where there is a gap in the street wall or if it is required for the continued use or adaptive reuse of an existing historic building. A commercial addition should be compatible in scale, location, massing, materials, and design to the existing historic building and the immediate commercial context.



A small side addition is appropriately positioned and scaled to this one-story historic building.

[illegible]

- Avoid an addition at or flush with the primary façade.
- Commercial additions should be constructed at the side, rear, and/or roof of an existing historic building.
- Commercial additions at the side of the building should maintain the street wall.

[illegible] b [illegible]

- A new commercial addition should relate to the scale, massing, and form of the existing historic building, but be differentiated enough to establish a subordinate relationship.
- A side addition should maintain the proportions of the primary façade and should not exceed the height of the existing historic building.
- Consider using a hyphen to connect a side addition to provide a distinction between the new construction and historic building.
- A rear or roof addition should be set back from the edges of the façade or roof and rise no more than one story above the historic building. A roof addition should be minimally visible from the public right-of-way, and typically, a 15-foot setback is sufficient to establish a subordinate relationship.

[illegible]

NPS Preservation Brief 14:
New Exterior Additions to Historic Buildings: Preservation Concerns

Commercial Additions

b [illegible]

- A new addition should be constructed of materials that are compatible with the existing historic building in scale, color, and texture. If the existing building is composed of multiple materials, relate to the original material closest to the addition.
- Use of alternative materials may be appropriate at a rear or roof addition.

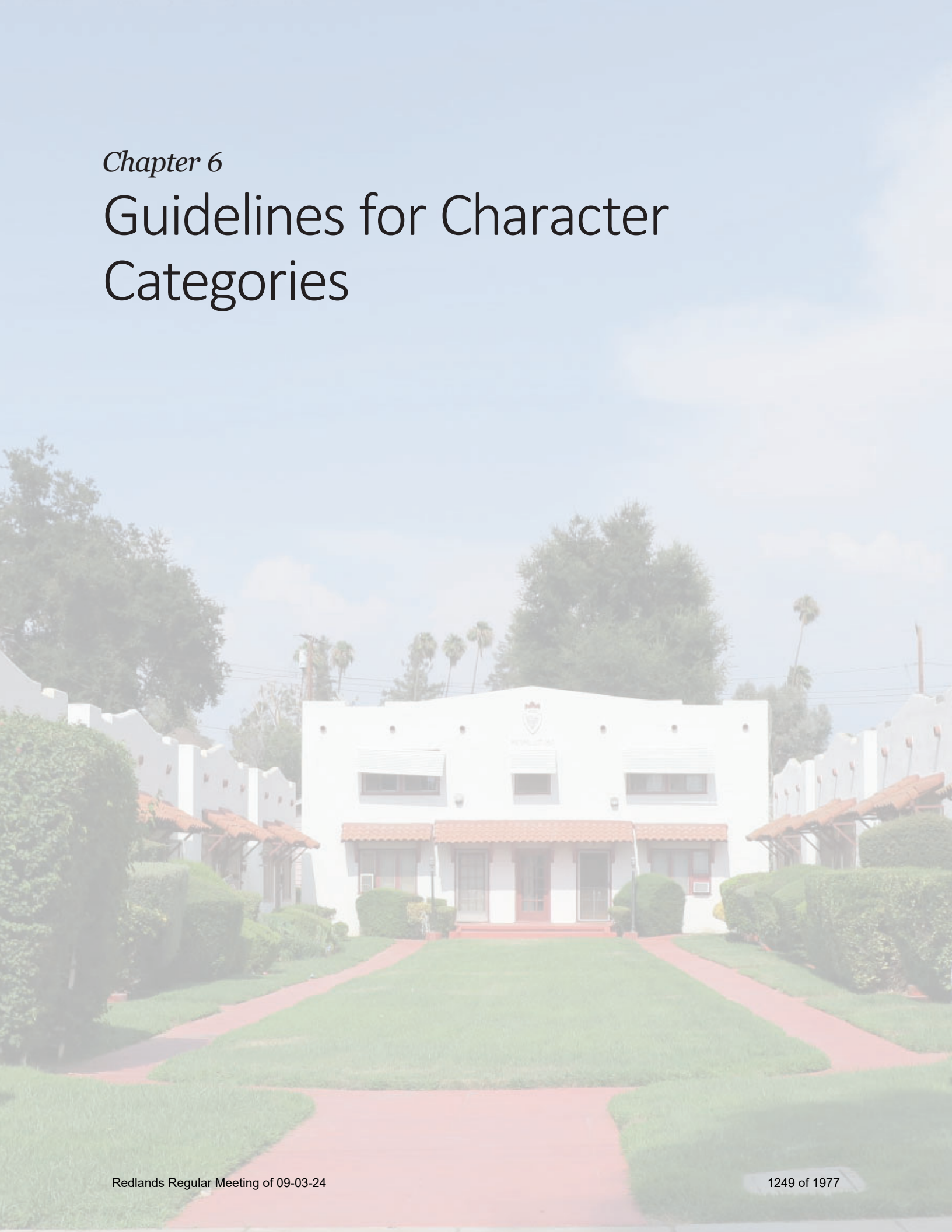
w[illegible] [illegible]n[illegible] i [illegible] [illegible]

- A commercial addition's architectural features and details should be compatible with the existing historic building in overall character, but with minor variations and contemporary materials to differentiate the addition from the historic building.
- The new design, architectural features, and details should be modest so as not to detract from the historic building.
- Avoid copying the style of the historic building exactly or using conjectural features that may create a false sense of history or change the style of the building.
- Relate to the existing historic pattern and shape of window and door openings and/or storefronts at the visible sides of an addition.

A simple one-story rear addition is compatible with the scale and design of this historic drive-thru restaurant. (Image, Google, 2018)

Chapter 6

Guidelines for Character Categories



Chapter Overview

Redlands reflects a variety of different development patterns, each of which contributes to the unique character and feeling of the city. In order to address these patterns of development, seven Character Categories have been identified throughout the city. Each Character Category is defined by its distinctive design features, including siting, orientation, vehicular and pedestrian access, and typical building design characteristics in the area. Some of the Character Categories apply to multiple geographic locations within the city, whereas others are confined to one location.

This chapter provides guidance for each identified Character Category in Redlands. Each Character Category includes a description of its general geographic location(s), its current development character, including property types and distinguishing features, illustrations of representative development, and detailed descriptions of design variables that should be considered. All of Redlands' currently designated historic districts lie within Character Categories, and have specific design guidelines beyond those outlined below – see Ch. 6 - Guidelines for Historic District for these specific guidelines.

Use This Chapter If...

- You own a building in an older residential neighborhood or commercial district and want to ensure your planned remodel is compatible with the character of the other older buildings in the area.
- You are constructing a new building in an older neighborhood and want to make sure the building's design and site features are compatible with the character, scale, and massing of adjacent older buildings.

What's Inside...

Character Category A: Pre-War Residential Neighborhoods
Character Category B: Post-War Developer-Built Single-Family Neighborhoods
Character Category C: Post-War Custom-Built Single-Family Neighborhoods
Character Category D: Post War Multi-Family Residential Development
Character Category E: Downtown Commercial Development
Character Category F: Auto-Oriented Commercial Development
Character Category G: Early Industrial Development

Character Category or Historic District?

The terms Character Category and Historic District are not interchangeable. A Character Category is a neighborhood, development type, and/or location which contains buildings and site features reflecting Redlands' historic patterns of development, but has not been formally designated as a historic district. Not every neighborhood in a Character Category may be eligible for designation, but they typically retain original site features and their overall development pattern is still recognizable.

A Historic District is a geographically defined area which contains buildings and site features reflecting Redlands' historic patterns of development and/or historic architectural character, and has also been formally designated as a historic district (local, National Register, or both). See Chapter 7 for more information about Redlands' Historic Districts

A. Pre-World War II Residential Neighborhoods

Introduction & Context

Character Category A encompasses residential neighborhoods constructed from Redlands' founding in the late 19th century to the years leading up to World War II. This Character Category is primarily defined by single-family residences (including some postwar infill). Small-scale multi-family properties (i.e. bungalow courts, duplexes, and small apartment houses), a handful of institutional buildings, and some commercial businesses located in historically residential buildings are present as well. Neighborhoods concentrated near Downtown and north Redlands comprise Character Category A.

A pre-war neighborhood in north Redlands.

Character Category A is defined by its gridded street pattern (northwest/southeast angle near Downtown and north/south orientation in north Redlands), paved streets of varying widths, concrete sidewalks, and cut stone curbs. Lot sizes are generally small and uniform (lots are larger and less regular on major east-west streets), and residences are oriented toward and parallel to the street. Front and side setbacks are typically uniform by street/block, but vary by residential neighborhood. Garages are located at the rear of properties and are typically accessed via narrow concrete driveways (some are accessed via alleys). Front yards are landscaped, often including a concrete pathway from the sidewalk to the front porch. Front yard fences and perimeter walls are rare, though some native stone or concrete retaining walls are present.

Buildings in this Character Category are typically one or two stories. They feature highly articulated front façades, with complex rooflines, recessed or projecting entrance porches, multiple window openings, and various architectural details. Buildings are primarily clad in horizontal wood or stucco, sometimes with masonry accent cladding. Windows and doors are primarily made of wood. A number of architectural styles are present, including various Victorian Era, Arts and Crafts, and Period Revival idioms.

For properties located in a predominantly pre-World War II residential neighborhood, but that do not fit this development context (i.e. post-World War II property types), the following Guidelines for the Treatment of Building Design Elements may not apply.

A. Pre-World War II Residential Neighborhoods

Guidelines for the Treatment of Site Design Elements

n□□□□ □□□□ □□□

- Align the building with the established front setbacks on the block, which are typically uniform in Character Category A.

□□□ □□□□□□□□

- Provide side setbacks in the range of those seen on the block. Typically, a larger setback is present on one side of a building to allow for vehicular access from the street, and the setback on the opposite side is relatively narrow. This pattern should generally be maintained.

□ □□□□□ □□

- The building should be parallel to and oriented toward the street.

Q□□□□ □□□□ □□□

- Place the garage behind the rear façade of the primary residence wherever feasible. If siting the garage entirely behind the residence is not possible, set the garage back from the primary façade of the building so that it remains subordinate to the building.
- Generally, a garage should not be flush with or project in front of the primary residence in this Character Category.

□□□□□□ E□□□□

- Provide vehicular access to the primary residence via a side driveway.
- Where an alley is present, a detached garage should be accessed via the alley, rather than a driveway.
- Avoid adding curb cuts and driveways when they are not present on the block in order to maintain the original streetscape and yard patterns in the area. Similarly, avoid expanding curb cuts and driveways.

Residences in pre-war neighborhoods typically retain uniform setbacks from the street.

Pre-war residential garages are typically located at the rear of the property.

A. Pre-World War II Residential Neighborhoods

Guidelines for the Treatment of Site Design Elements

Historic Districts Within Character Category 1

Almost all of Redlands' existing designated Historic Districts fall under Character Category A:

- Eureka Street Historic District
- West Highland Avenue Historic & Scenic District
- Early Redlands Historic & Scenic District
- Normandie Court Historic District
- East Fern Avenue Historic & Scenic District
- Garden Hill Historic & Scenic District
- La Verne Street Historic & Scenic District
- Smiley Park Neighborhood Historic & Scenic District

Refer to Chapter 7 for design guidelines specific to each of these Historic Districts and to Chapter 8 for design guidelines on new construction in residential Historic Districts.

A direct connection to the sidewalk via a paved path is characteristic of houses in Redlands' pre-war neighborhoods.

[illegible] E[illegible]

- Provide a direct connection from the sidewalk to the building's primary entrance via a paved pathway through the front yard.
- In the case of a small-scale multi-family development, such as a bungalow court, each apartment unit should be connected to an internal pathway system that ultimately leads to the sidewalk.

U[illegible] U[illegible]

- As most front yards in this Character Category do not retain fences, a front yard fence is discouraged. However, if a front yard fence is necessary or desired, the fence should be compatible with the architectural style of the primary residence (for example, vinyl or other incompatible materials are not appropriate and do not meet SOI Standards) and fences should not dominate the streetscape.
- The front yard fence should generally be low in scale and visually transparent. Fencing material may vary depending on the style of the building.

[illegible] [illegible]

- A retaining wall, if required, should be designed to match other existing retaining walls in this Character Category and should be finished in the same material as the house (typically stucco or stone).

A. Pre-World War II Residential Neighborhoods

Guidelines for the Treatment of Building Design Elements

[illegible] [illegible] b [illegible]

- Design the building to be compatible with the scale and massing of the predominant one- to two-story residences in the Character Category.

[illegible]U[illegible]

- The building's roof type and pitch should be compatible with the architectural style of the building.

U[illegible] i [illegible] [illegible] [illegible]

- Design the building so that its façades, particularly its primary façade and those most visible from the public right-of-way, retain similar proportions, fenestration pattern, and level of articulation as others in the Character Category.
- The building's architectural detailing should be compatible with surrounding residential properties. Details should be simple in design and should complement, rather than visually compete with, the character of adjacent residences.

X[illegible] [illegible] [illegible]

- Design a projecting or recessed entrance porch or stoop at the primary façade of the building.
- The front porch/stoop should be one-story in scale and oriented toward the street.
- The building's front porch/stoop should be a prominent visual feature in Character Category A.

X[illegible]b [illegible]

- Apply a primary cladding material that is compatible with the wood siding and stucco typically present in the Character Category. If a substitute material is used, choose a material that is similar in finish, texture, and overall appearance as wood or stucco siding.

A one-and-half story residence, typical of Redlands' pre-war neighborhoods.

An full-width entrance porch is a prominent feature of houses in Redlands' in pre-war neighborhoods.

A. Pre-World War II Residential Neighborhoods

Guidelines for the Treatment of Building Design Elements

Vertically oriented, double-hung wood windows are typical of houses in the city's pre-war neighborhoods.

Single wood doors with paneling and glazing are common features of pre-war houses in Redlands.

[illegible]

- Design a new window to be compatible in scale, style, and material to the overall building or similar buildings in age and type.
- A typical window in this Character Category has a vertical orientation and may be a wood double-hung or wood/steel casement depending on the age and style of the building.

W[illegible]

- Design the building with one primary, street-facing entrance.
- Design a new door to be compatible in scale, style, and material to the overall building or similar buildings in age and type.
- A typical door in this Character Category is a single wood door, sometimes with paneling and/or glazing. A rectangular transom and/or sidelights may be appropriate.

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B. Post-War Developer-Built Single-Family Neighborhoods

Introduction & Context

Character Category B encompasses single-family residential neighborhoods constructed immediately after World War II through the 1960s. It includes neighborhoods southeast and southwest of Downtown and to a lesser extent, in north Redlands. Single-family residences are the predominant property type in Character Category B.

A developer-built subdivision in southeast Redlands.

A cul-de-sac is a defining feature of Redlands' postwar subdivisions.

Redlands' developer-built subdivisions largely follow the design principles that had been set forth by the Federal Housing Administration (FHA) in the postwar period, a requirement in order for developer plans to guarantee FHA financing. FHA design principles included the incorporation of cul-de-sacs; minimal numbers of four-way intersections; and curvilinear streets (though some postwar subdivisions, particularly in north Redlands, follow the gridded street pattern of the city's earlier development). While all of the neighborhoods in this Character Category feature concrete sidewalks, the type of curb (cut stone or concrete) varies. Lot sizes are generally modest, and front and side setbacks are consistent. Residences in Character Category B are oriented toward and parallel to the street. Garages may be attached to the residence, or in the case of earlier postwar subdivisions, detached at the rear of the property. Vehicular access is provided via a concrete driveway, or if the garage is detached, via an alley (a less common pattern). Front yards are landscaped, often including a concrete pathway from the sidewalk to the primary entrance. Front yard fences are rare.

Buildings in these postwar residential neighborhoods are typically one story in height. Front façades are less articulated than the façades of prewar houses, with modest porches or entrance stoops and minimal applied ornamentation. Buildings are primarily clad in wood and/or stucco, sometimes with masonry accent cladding. Windows may be constructed of wood or metal, whereas front doors are primarily wood. Prevalent architectural idioms include Minimal Traditional and various iterations of the Ranch style.

For properties located in a predominantly post-World War II residential neighborhood, but that do not fit this development context (i.e. pre-World War II or modern property types), the following Guidelines for the Treatment of Building Design Elements may not apply.

B. Post-War Developer-Built Single-Family Neighborhoods

Guidelines for the Treatment of Site Design Elements

n□□□□ □□□□ □□□

- Align the building with the established front setbacks on the block, which are typically uniform in Character Category B.

□□□ □□□□□□□

- Provide side setbacks in the range of those seen on the block. Side setbacks are generally narrow in Character Category B.
- In some neighborhoods in Character Category B, a larger setback is present on one side of a building to allow for vehicular access from the street to a rear detached garage; the setback on the opposite side is relatively narrow. This pattern, when present, should generally be maintained.

□ □□□□ □□

- The building should be parallel to and oriented toward the street.

Q□□□□ □□□□ □□□

- Conform to the typical garage placement present on adjacent properties.
- If neighboring garages are attached, the building's garage should be attached.
- If surrounding garages are detached, the building's garage should also be detached. A detached garage should be placed behind the rear façade of the primary residence wherever feasible. If siting the garage entirely behind the residence is not possible, set the garage back from the primary façade of the building so that it remains subordinate to the building.

□□□□□□ E□□□□

- Provide vehicular access to the attached/detached garage via a driveway. The placement and configuration of the driveway may vary.

Houses in Redlands' postwar neighborhoods typically retain uniform setbacks from the street.

Postwar developer-built residences, like this Ranch style house, are typically parallel to and oriented toward the street.

B. Post-War Developer-Built Single-Family Neighborhoods

Guidelines for the Treatment of Site Design Elements

A paved walkway provides pedestrian access from the sidewalk to the front entrance of this postwar residence.

[illegible] E[illegible]

- Provide a direct connection from the sidewalk to the building's primary entrance via a paved pathway through the front yard.

U[illegible] U[illegible]

- As most front yards in this Character Category do not retain fences, a front yard fence is discouraged. However, if a front yard fence is necessary or desired, the fence should be compatible with the architectural style of the building.
- The front yard fence should generally be constructed of wood, low in scale, and visually transparent.

[illegible] [illegible]

- A retaining wall, if required, should be designed to match other existing retaining walls in this Character Category and should be finished in the same material as the house (typically stucco or stone).

The front yards of most postwar houses in the city are not fenced.

B. Post-War Developer-Built Single-Family Neighborhoods

Guidelines for the Treatment of Building Design Elements

[illegible] [illegible] b [illegible]

- Design the building to be compatible with the scale and massing of the predominantly one-story, horizontally oriented residences in the Character Category.

[illegible]U[illegible]

- The building should be designed with a low- to medium-pitch, gable or hipped roof, compatible with the architectural style of the building and other buildings in the area.
- Maintain the continuous eave line of the roof.

U[illegible] i [illegible] [illegible] [illegible]

- Design the building so that its façades, particularly its primary façade and those most visible from the public right-of-way, retain similar proportions, fenestration pattern, and level of articulation as others in the Character Category.
- Applied ornamentation should be minimal in Character Category B.

X[illegible] [illegible] [illegible]

- Incorporate an entrance porch or stoop into the primary façade of the building.
- The porch or stoop should be modest in scale, with minimal articulation.

X[illegible]b [illegible]

- Apply a primary cladding material that is compatible with the wood siding and stucco typically present in the Character Category. If a substitute material is used, choose a material that is similar in finish, texture, and overall appearance as wood or stucco siding.

Postwar developer-built houses are typically one story with horizontal massing.

An example of stucco cladding and stone accent cladding, typical of houses in Redlands' postwar neighborhoods.

B. Post-War Developer-Built Single-Family Neighborhoods

Guidelines for the Treatment of Building Design Elements

Aluminum sliders are a common window type for postwar houses.

An example of an attached garage, a common characteristic of the city's postwar residences.

[illegible]

- Design a new window to be compatible in scale, style, and material to the overall building or similar buildings in age and type.
- A typical window in this Character Category may be a wood double-hung or steel casement, or an aluminum slider depending on the age and style of the building. A single multi-light picture or bay window may also be appropriate.

w[illegible]

- Design the building with one primary, street-facing entrance.
- Design a new door to be compatible in scale, style, and material to the overall building or similar buildings in age and type.
- A typical door in this Character Category is a single or double, solid or partially glazed wood door with no paneling or with simple geometric paneling. A rectangular transom and/or sidelight(s) may be appropriate.

E [illegible] Q[illegible]

- Install a garage door that is compatible with the configuration, proportions, and material of those found in the Character Category.
- A typical garage door in this Character Category is a single-panel, wood tilt door or a metal roll-up door. There is simple geometric paneling or design, or no paneling at all, and doors typically have no glazing.

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C. Post-War Custom-Built Single-Family Neighborhoods

Introduction & Context

Character Category C encompasses single-family subdivisions consisting of custom-built, single-family residences dating from the 1950s through the 1970s. Less common than the developer-built subdivisions in Character Category B, neighborhoods in this Character Category are concentrated in the hillsides southeast of Downtown. These subdivisions are defined by their curvilinear street pattern; long blocks; wide paved streets, often featuring cul-de-sacs; concrete curbs; and general lack of sidewalks. Lot sizes are typically large and irregularly shaped, and front and side setbacks vary from lot to lot. The orientation and alignment of residences also vary. Garages are typically attached to the primary residence and accessed via a wide concrete driveway leading from the street. Concrete walkways provide a path to the primary entrance from the driveway or the sidewalk. Front yards are landscaped, and front yard fences are rare. Concrete retaining walls are common in hilly areas.

A winding custom-built subdivision along Sunset Drive in south Redlands.

Buildings in this Character Category are typically one story in height, with a few two-story properties. Front façades are less articulated, with subdued entryways and minimal ornamentation. Buildings are primarily clad in wood and/or stucco, sometimes with masonry accent cladding. Architectural styles include Mid-Century Modern and various Ranch style iterations.

Custom-built houses in the Country Club Estates area of Redlands.

C. Post-War Custom-Built Single-Family Neighborhoods

Guidelines for the Treatment of Site Design Elements

n[illegible]

- As Character Category C contains a range of front setbacks, variety in front setbacks is appropriate.

[illegible]

- Promote flexibility in the size of side setbacks. Side setbacks do not need to be equal in width.

[illegible]

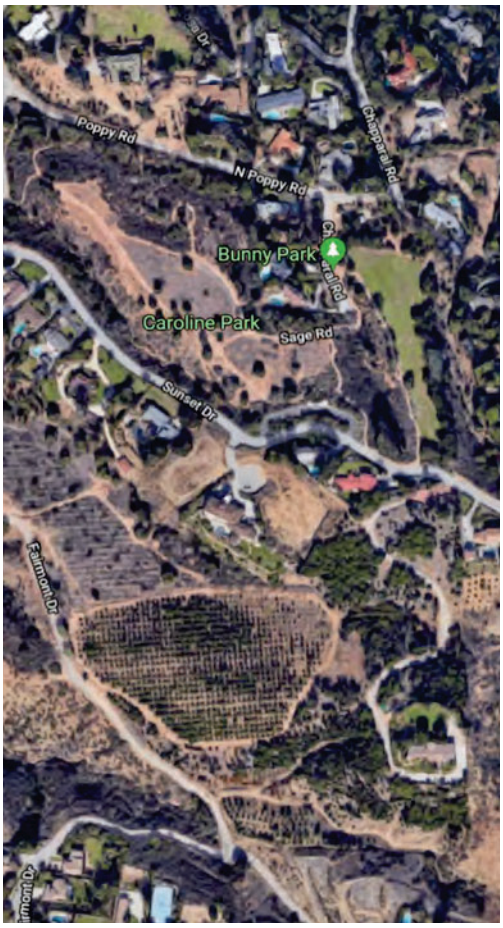
- Where the building is largely visible from the street, generally orient the building toward the street. However, the primary façade does not need to be parallel to the street.

Q[illegible]

- The garage should generally be attached to the primary residence. It may be projecting from or flush with the primary façade. The garage's orientation toward the street may vary.

[illegible] E[illegible]

- Provide vehicular access to the primary residence via a driveway. The placement and configuration of the driveway may vary.



This Google aerial view illustrates the variety in setbacks and orientation in the city's custom-built postwar neighborhoods.

Modernist Architects Working in Redlands

Many of Redlands' custom-built postwar houses were designed by notable local and regional architects specializing in Mid-Century Modern styles, including Clinton Marr, Richard Neutra, C. Paul Ulmer, Leon Armantrout, and Clare Henry Day. The Redlands-based Day was particularly known for his residential designs, featuring horizontal massing, expanses of windows, and wide, flat roof eaves. His houses survive in nearly every custom-built postwar subdivision in the city, including at least four on Sunset Drive alone.

A custom-built house designed by architect Clare Henry Day on Sunset Drive.

C. Post-War Custom-Built Single-Family Neighborhoods

Guidelines for the Treatment of Building Design Elements

A paved walkway provides pedestrian access to the primary entrance from the driveway at this postwar house.

[illegible] E[illegible]

- A paved walkway should provide access to the building's primary entrance, either directly from the sidewalk or from the driveway.

U[illegible] U[illegible]

- As most front yards in this Character Category do not retain fences, a front yard fence is discouraged. However, if a front yard fence is necessary or desired, the fence should be compatible with the architectural style of the building.
- The front yard fence should generally be constructed of wood, low in scale, and visually transparent.

[illegible] [illegible]

- A retaining wall, if required, should be designed to match other existing retaining walls in this Character Category and should be finished in the same material as the house (typically stucco or stone).

The front yards of most custom-built postwar houses in the city are not fenced.

C. Post-War Custom-Built Single-Family Neighborhoods

Guidelines for the Treatment of Building Design Elements

[illegible] [illegible] b [illegible]

- Design the building to be compatible with the scale and massing of the predominantly one-story, horizontally oriented residences in the Character Category.

[illegible]U[illegible]

- The building should be designed with a low- to medium-pitch, gable or hipped roof, compatible with the architectural style of the building and other buildings in the area.

U[illegible] i [illegible] [illegible] [illegible]

- Design the building so that its façades, particularly its primary façade and those most visible from the public right-of-way, retain similar proportions, fenestration pattern, and level of articulation as others in the Character Category.
- Applied ornamentation should be minimal in Character Category C.

X[illegible] [illegible] [illegible]

- Incorporate an entrance porch or stoop into the primary façade of the building.
- The porch or stoop should be modest in scale, with minimal articulation.

X[illegible]b [illegible]

- Apply a primary cladding material that is compatible with the wood siding and stucco typically present in the Character Category. If a substitute material is used, choose a material that is similar in finish, texture, and overall appearance as wood or stucco siding.

A low-pitched roof, typical of postwar architecture.

Postwar residential entrances are modest in scale, with minimal articulation.

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C. Post-War Custom-Built Single-Family Neighborhoods

Guidelines for the Treatment of Building Design Elements

An example of the types of windows and doors that are appropriate for Redlands' postwar neighborhoods.

[illegible]

- Design a new window to be compatible in scale, style, and material to the overall building or similar buildings in age and type.

w[illegible]

- Design the building with one primary, street-facing entrance.
- Design a new door to be compatible in scale, style, and material to the overall building or similar buildings in age and type.

E [illegible]

- Install a garage door that is compatible with the configuration, proportions, and material of those found in the Character Category.

An example of an attached garage in one of Redlands' custom-built postwar neighborhoods.

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D. Post-War Multi-Family Residential Development

Introduction & Context

Character Category D comprises multi-family residential development primarily constructed during the 1950s and 1960s. This Character Category is concentrated west of Downtown Redlands and includes one- and two-story, small-scale multi-family properties, such as duplexes, courtyard apartments, and garden apartments. Some single-family residences are interspersed with the duplex properties, which are single-family in appearance. Character Category D features wide, curvilinear streets, concrete curbs and sidewalks, and uniform front and side setbacks. Whereas lots containing duplexes and courtyard apartments are relatively modest, lots with garden apartments are large to accommodate multiple buildings. Duplex buildings are oriented toward and parallel to the street. In the case of courtyard and garden apartments, some units and/or buildings in the complex face a landscaped courtyard. Both attached and detached, multi-car garages are present in this Character Category; those that are detached are located at the rear of the property. Driveways provide vehicular access to garages, and concrete walkways provide access to the primary entrance from the driveway or sidewalk. Front yards are landscaped, and front yard fences are largely nonexistent.

A multi-family residential development in west Redlands.

A two-story multi-family residential development in Redlands.

Buildings in this Character Category are typically one to two stories in height. Front façades are less articulated, with subdued entryways and minimal ornamentation. Buildings are primarily clad in wood and/or stucco, sometimes with masonry accent cladding. Minimal Traditional and Minimal Ranch are the predominant architectural styles.

An example of a postwar duplex in Redlands.

D. Post-War Multi-Family Residential Development

Guidelines for the Treatment of Site Design Elements

n□□□□ □□□□ □□□

- Place the building within the established range of front setbacks on the block.

□□□ □□□□□□□

- Provide side setbacks in the range of those seen on the block. Setbacks may vary depending on the location of the garage and placement of the driveway.

□ □□□□ □□

- A duplex building should be parallel to and oriented toward the street.
- A courtyard apartment or garden apartment may have units and/or buildings oriented toward a landscaped court. The building/complex may be perpendicular or parallel to the street.

Q□□□□ □□□□ □□□

- Conform to the typical garage placement present on the adjacent properties.
- If neighboring garages are attached, the building's garage should be attached.
- If surrounding garages are detached, the building's garage should also be detached. A detached garage should be placed at the rear of the property whenever feasible. If siting the garage entirely behind the building is not feasible, set the garage back from the primary façade so that it remains subordinate to the building.

Setbacks may vary in Redlands' multi-family residential developments.

An attached garage on a postwar duplex.

D. Post-War Multi-Family Residential Development

Guidelines for the Treatment of Site Design Elements

Pedestrian access to this garden apartment complex is provided via a paved walkway.

Postwar multi-family complexes typically have open front yards.

[illegible]

- Provide vehicular access to the attached/detached garage via a driveway.
- Where an alley is present, a detached garage should be accessed via the alley, rather than a driveway. Avoid adding curb cuts and driveways when they are not present on the block in order to maintain the original streetscape and yard patterns in the area.

[illegible]

- Provide a direct connection from the sidewalk to the building's primary entrance via a paved pathway through the front yard.
- Where apartment units face an interior court, each unit should be connected to an internal pathway system that ultimately leads to the sidewalk.

[illegible]

- As most front yards in this Character Category do not retain fences, a front yard fence is discouraged. However, if a front yard fence is necessary or desired, the fence should be compatible with the architectural style of the building.
- The front yard fence should generally be constructed of wood, low in scale, and visually transparent.

[illegible]

- A retaining wall, if required, should be designed to match other existing retaining walls in this Character Category and should be finished in the same material as the house (typically stucco or stone).

D. Post-War Multi-Family Residential Development

Guidelines for the Treatment of Building Design Elements

[illegible] [illegible] b [illegible]

- Design the building to be compatible with the scale and massing of the predominantly one- and two-story multi-family properties in the Character Category.

[illegible]U[illegible]

- The building should be designed with a low- to medium- pitch, flat, gable, or hipped roof, compatible with the architectural style of the building and other buildings in the area.

U[illegible] i [illegible] [illegible] [illegible]

- Design the building so that its façades, particularly its primary façade and those most visible from the public right-of-way, retain similar proportions, fenestration pattern, and level of articulation as others in the Character Category.
- Applied ornamentation should be minimal in Character Category D.

X[illegible] [illegible] [illegible]

- Incorporate an entrance porch or stoop into the primary façade of the building.
- The porch or stoop should be modest in scale, with minimal articulation.

X[illegible]b [illegible]

- Apply a primary cladding material that is compatible with the wood siding and stucco typically present in the Character Category. If a substitute material is used, choose a material that is similar in finish, texture, and overall appearance as wood or stucco siding.

An example of a two-story building, common in Redlands' postwar multi-family developments.

Postwar apartments are typically low in scale and compatible with a single-family residential context.

D. Post-War Multi-Family Residential Development

Guidelines for the Treatment of Building Design Elements

An example of aluminum slider windows, typical of Redlands' postwar multi-family development.

[illegible]

- Design a new window to be compatible in scale, style, and material to the overall building or similar buildings in age and type.
- A typical window in this Character Category has a horizontal orientation and is grouped symmetrically across the multiple units of the building. A window may be wood double-hung, steel casement, or an aluminum slider depending on the age and style of the building.
- An awning may be appropriate if applied in a consistent manner.

W[illegible]

- Design the building with two or more entrances.
- The building's entrance(s) may be located at the front or side of the building.
- Design a new door to be compatible in scale, style, and material to the overall building or similar buildings in age and type.
- A typical door in this Character Category is a single, solid wood door with no paneling or simple geometric paneling. Doors may be grouped in pairs or in symmetrical arrangements with the windows.
- An awning may be appropriate if applied in a consistent manner.

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E. Downtown Commercial Development

Introduction & Context

Character Category E encompasses Redlands' Downtown commercial development, dating from the turn of the 20th century to the 1960s. This Character Category is defined by small-scale commercial properties, including mixed-use buildings, retail/office buildings, restaurants, and banks. This Character Category is defined by its gridded street pattern, paved narrow streets, and wide sidewalks. Lots are narrow, and buildings sit flush with the sidewalk, creating a strong street wall presence and sidewalk edge. Onsite parking is minimal. Where it is provided, parking is located behind buildings or on side lots.

Downtown Redlands commercial corridor.

Commercial development in Downtown Redlands.

Buildings in Character Category E are primarily one to two stories in height. They are rectangular in form and are sheltered by flat roofs. Masonry and/or stucco cladding are the primary building materials. Large ground story display windows provide a visual connection to the interior, and buildings are accessed by street-facing entrances (most buildings contain multiple entrances). Canopies, awnings, wall-mounted signage, and articulated parapet walls and cornices are common characteristics of buildings in this Character Category. Architectural styles vary in the Downtown commercial area and include prewar classical interpretations as well as various iterations of postwar modernism.

Historic Districts within Character Category E

One of Redlands' existing designated Historic Districts falls under Character Category E:

- Redlands Santa Fe Depot District

The eastern portion of this National Register Historic District (east of Orange Street) is largely commercial in nature, while the western portion is primarily industrial. Refer to Chapter 7 for design guidelines specific to the industrial portion of this Historic District and to Chapter 8 for design guidelines on new construction in Historic Districts.

E. Downtown Commercial Development

Guidelines for the Treatment of Site Design Elements

n[illegible]

- Place the building flush with the sidewalk to retain the commercial street wall presence and continuity of the sidewalk edge.

[illegible]

- Side setbacks should be minimized to maintain continuity of the sidewalk edge.

[illegible]

- The building should be parallel to and oriented toward the street.

[illegible] E[illegible]

- Pedestrian access should be provided at the building's primary entrance, located at the sidewalk.

[illegible]

- Parking should be located at the rear of the building, or to the side when rear parking is not feasible, in order to maintain the building's pedestrian orientation and relationship with the sidewalk.

The flush façades of these commercial buildings creates a uniform streetwall.

Storefronts are parallel to and oriented toward the street in the city's commercial areas.

E. Downtown Commercial Development

Guidelines for the Treatment of Building Design Elements

Most commercial buildings in Redlands have flat roofs.

An example of a one-story commercial building, typical of Redlands' downtown commercial development.

[illegible] [illegible] b [illegible]

- Design the building to be compatible with the scale and massing of other one- and two-story commercial buildings in the area. Consider stepping back or using other articulation methods to modulate floors above two stories, in order to maintain the pedestrian scale of the Character Category.
- The building should be composed of simple, rectangular forms that are consistent with the form and massing of adjacent buildings in the area.

[illegible] [illegible]

- The building should be designed with a flat roof to maintain the commercial character of the area.

[illegible] i [illegible] [illegible]

- Design the building so that its façades, particularly its primary façade, retain similar proportions, fenestration pattern, and level of articulation as others in the Character Category.
- Design the building to have a similar solid-to-void ratio as others in the area. Transparency should be highest at the first story, ground level, in order to provide a connection to the interior for pedestrians and passing traffic.
- The front façade should be divided into smaller parts through use of display windows, bulkheads, stringcourses, and/or other decorative detailing. Details should be simple in design and should complement, rather than visually compete with, the character of adjacent buildings. Long unarticulated wall planes should be avoided.

E. Downtown Commercial Development

Guidelines for the Treatment of Building Design Elements

X□□□□□□□□

- Design the building with one or more entrances.
- The building's entrance(s) may be recessed or flush with the sidewalk.
- The entrance(s) should be articulated through use of decorative surrounds and/or other architectural detailing.

An example of a recessed storefront entrance, a common characteristic of the city's downtown commercial buildings.

X□□□□□b □□□□□□

- Utilize a primary cladding material that is compatible with the typical masonry and stucco used on buildings in the Character Category. If a substitute material is used, choose a material that is similar in finish, texture, and overall appearance as masonry or stucco.

Brick and stucco are the primary materials used in Redlands' downtown commercial buildings.

Redlands Regular Meeting of 09-03-24
1278 of 1977

F. Auto-Oriented Commercial Development

Introduction & Context

Character Category F encompasses Redlands' auto-oriented commercial development, including restaurants, walk-up/drive-thru food stands, auto repair shops, gas stations, motels, retail establishments, and various other property types. This Character Category encompasses low-scale commercial properties concentrated on major thoroughfares (particularly Redlands Boulevard/old Highway 99). While most properties date to the post-World War II period, some were constructed in the 1920s and 1930s as automobile use proliferated throughout the city. In contrast to the pedestrian-oriented buildings of the Downtown commercial core (Character Category E), the commercial properties of Character Category F were designed to attract and accommodate customers arriving via car.

An auto-oriented commercial development along Redlands Boulevard.

An auto-oriented commercial corridor.

Character Category F is identified by its wide, heavily trafficked streets. Lot sizes and front and side setbacks vary. Buildings are typically oriented toward the street or their associated parking lot. They are often accompanied by ample parking and prominent street-facing signage. Buildings are primarily one story in height and feature flat or low-pitched roofs, often with wide eaves; extensive glazing; and stucco cladding. Most properties in this Character Category are modest examples of the Mid-Century Modern style.

An automobile service center along Redlands Boulevard.

F. Auto-Oriented Commercial Development

Guidelines for the Treatment of Site Design Elements

n[illegible]

- As Character Category F includes a range of front setbacks, variety in front setbacks is appropriate.

[illegible]

- Promote flexibility in the size of side setbacks. Side setbacks do not need to be equal in width.

[illegible]

- Orient the building to face the street or associated parking lot. The building does not need to be parallel with the street.

[illegible] E[illegible]

- The building's primary entrance should be designed to open directly onto the sidewalk or pathway leading to the parking lot.

[illegible]

- Parking should be prominently featured, fronting the building and/or wrapping around the sides and rear of the property.

Auto-oriented buildings typically face the street or associated parking lot.

Parking at this auto-oriented building is prominently featured at the front of the building.

Redlands Regular Meeting of 09-03-24
1280 of 1977

F. Auto-Oriented Commercial Development

Guidelines for the Treatment of Building Design Elements

A simple, rectangular auto-oriented building.

A row of low-scale commercial buildings, typical of the city's auto-oriented commercial development.

[illegible] [illegible] b [illegible]

- Design the building to be compatible with the scale and massing of other one-story, low-scale commercial buildings in the Character Category.
- The building should be composed of simple, rectangular forms that are consistent with the form and massing of adjacent commercial development.

[illegible]U[illegible]

- The building should be designed with a flat- or low-pitch roof to maintain the commercial character of the area.
- Wide eaves may be incorporated into the roof design so that the building blends in with the postwar modern aesthetic of surrounding properties.

U[illegible] i [illegible] [illegible]

- Design the building so that its façades, particularly its primary façade, retain similar proportions, fenestration pattern, and level of articulation as others in the Character Category.
- Design the building to have a similar solid-to-void ratio as others in the area. The building should retain extensive transparent glazing at the primary façade in order to provide a connection to the interior for passing traffic.
- The front façade should be divided into smaller parts through use of glazing, canopies, and other article/horizontal elements. Long unarticulated wall planes should be avoided; however, applied ornamentation should be minimal.

F. Auto-Oriented Commercial Development

Guidelines for the Treatment of Building Design Elements

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- Design the building with one or more entrances.
- The building's entrance(s) may be recessed or flush with the façade.
- The entrance's should generally be understated, typical of auto-oriented commercial buildings.

The primary entrance at this commercial building is understated, incorporated into the glazing system surrounding it.

X□□□□□b □□□□□

- Utilize a primary cladding material that is compatible with the typical stucco used on buildings in the area.

Stucco is the primary cladding material used on the city's auto-oriented commerical buildings.

G. Early Industrial Development

Introduction & Context

Character Category G comprises Redlands' early industrial development, which is located in Downtown and oriented east-west along the former Santa Fe Railroad line. It includes small-scale industrial properties on the west side of Orange Street. This Character Category is identified by its largely rectilinear street grid pattern. Street widths vary, and concrete curbs and sidewalks are present throughout. Lots are large and irregularly shaped, and front and side setbacks vary.

Buildings in this Character Category are one to two stories in height. The scale, massing, roof forms, and façade composition of industrial properties differ; stucco and masonry are the predominant cladding materials. While a vernacular industrial aesthetic is most prevalent throughout, Character Category G also includes more refined, classically inspired buildings (i.e. the Santa Fe Depot building).

The Redlands Santa Fe Train Depot.

Historic Districts within Character Category G

One of Redlands' existing designated Historic Districts falls under Character Category G:

- Redlands Santa Fe Depot District

The western portion of this National Register Historic District (west of Orange Street) is largely industrial in nature, while the eastern portion is primarily commercial. Refer to Chapter 7 for design guidelines specific to the industrial portion of this Historic District and to Chapter 8 for design guidelines on new construction in industrial Historic Districts.

Early industrial development occurred along the Santa Fe Railroad line.

G. Early Industrial Development

Guidelines for the Treatment of Site Design Elements

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- Variety in front setbacks in appropriate in Character Category G.

□□□ □□□□□□□□

- As this area was historically characterized by large expanses of vacant land, side setbacks are flexible and open space, including parking and/or landscaped areas, is encouraged.

□ □□□□□ □□

- A building in Character Category G may be oriented toward the street or associated parking lot/landscaped space.

□□□□□□□□ E□□□□

- A building's entrance may be designed to open directly onto the sidewalk or a path leading to a parking lot in this area.

□□□□□

- Parking may be provided at the front, side, or rear of a building in this area.

Industrial buildings are often surrounded by expanses of open land.

An example of side parking at an industrial building.

G. Early Industrial Development

Guidelines for the Treatment of Building Design Elements

Brick pilasters provide some articulation to this industrial building.

Large, utilitarian openings are characteristic of industrial architecture.

Brick is a prominent material in Redlands' industrial architecture.

[illegible] [illegible] b [illegible]

- Design the building to be compatible with the scale and massing of other one- and two-story industrial buildings in the area.
- The building should be composed of simple, rectangular forms that are consistent with the form and massing of other properties in Character Category G.

[illegible]U[illegible]

- The building's roofline should be compatible with the roof lines of adjacent historic properties.
- A building in this Character Category may be designed with a sawtooth roof or incorporate roof monitors, in order to blend in with its surrounding industrial properties.

U[illegible] i [illegible] [illegible]

- Design the building so that its façades, particularly its primary façade, retain similar proportions, fenestration pattern, and level of articulation as others in the Character Category.
- The façade composition of buildings in this area vary significantly. Thus, a building may be designed with a range of compatible façade configurations. Long unarticulated wall planes should be avoided; however, applied decoration should be minimal.

X[illegible]

- A building in Character Category G may be designed with one or more entrances. The building's entrance(s) may be recessed or flush with the primary façade.
- A building's entrance should generally be understated and utilitarian in appearance, in line with the typically modest entrances of industrial buildings in this area.

X[illegible]b [illegible]

- Utilize a primary cladding material that is compatible with the typical stucco and masonry used on buildings in the area. If a substitute material is used, choose a material that is similar in finish, texture, and overall appearance as masonry or stucco.

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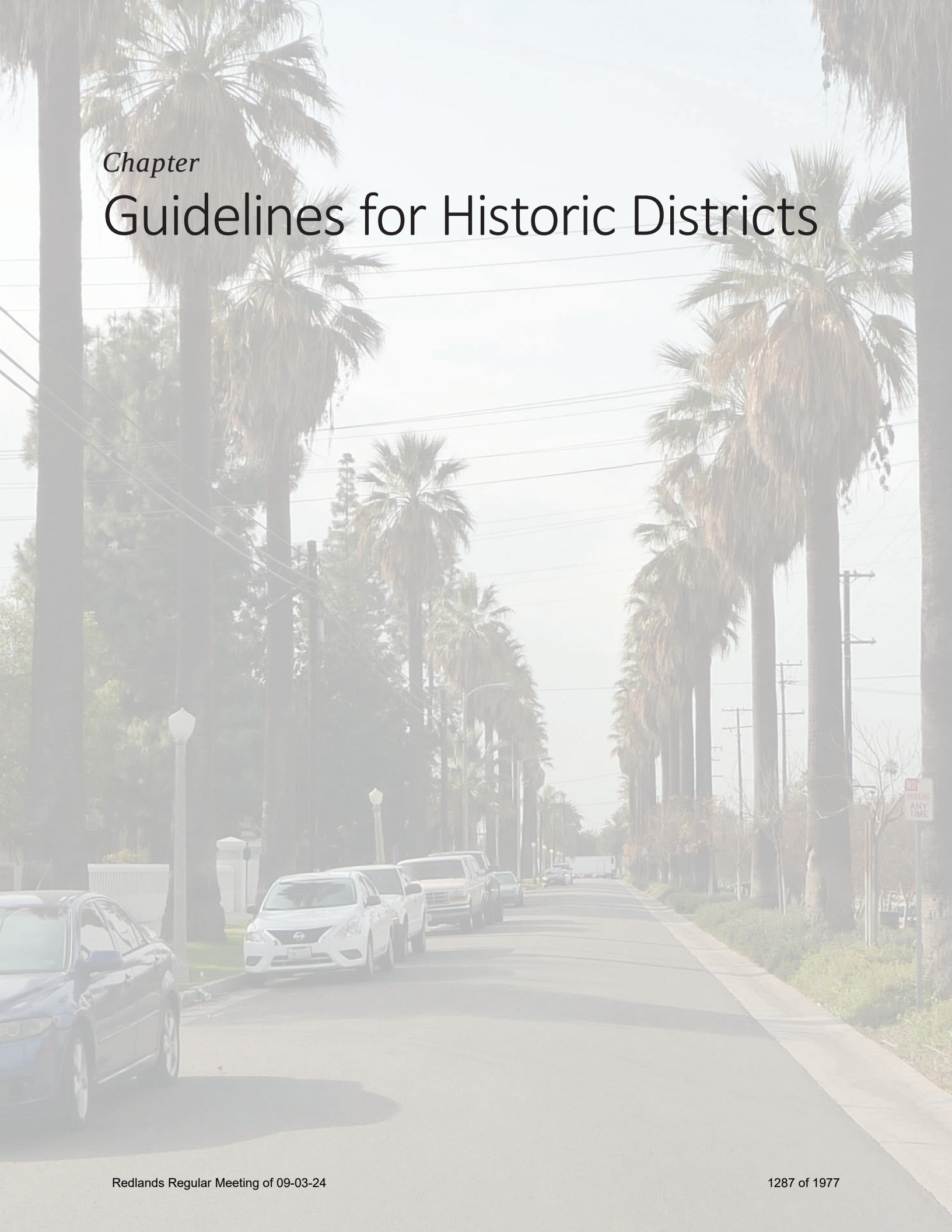
Chapter

Guidelines for Historic Districts



Chapter Overview

As of 2018, Redlands contains nine historic districts. Most are locally designated, while one (the Redlands Santa Fe Depot Historic District) is a National Register of Historic Places District, and another (the Smiley Park Historic District) is a National Register district as well as a local Historic and Scenic District. Chapter 7 provides a description and list of character-defining features (architectural styles, common building materials, and site and landscape features) for each district, to help owners of district properties recognize which characteristics of their district are most crucial to maintain and preserve.

Use This Chapter If...

- You live in or are planning to buy in a historic district and want to understand what makes the neighborhood unique and important to Redlands' history.
- You are pursuing a restoration or rehabilitation of your contributing historic building and need to know which design characteristics and site features are important to preserve.

What's Inside...

Redlands Santa Fe Depot District
Eureka Street Historic District
West Highland Avenue Historic & Scenic District
Early Redlands Historic & Scenic District
Normandie Court Historic District
East Fern Avenue Historic & Scenic District
Garden Hill Historic & Scenic District
La Verne Street Historic & Scenic District
Smiley Park Historic & Scenic District

Redlands Santa Fe Depot District

District Description

The Redlands Santa Fe Depot District is a National Register-listed district near Downtown Redlands. The topography of the district is flat, and streets follow an orthogonal grid pattern, in line with the cardinal directions. The district retains an assortment of small-scale industrial properties and early commercial storefronts that developed along the historic Santa Fe Railroad line from the 1880s to the early 1940s. The majority of the industrial buildings are located on the west side of Orange Street, which runs north-south through the district. Most of the buildings on the east side of Orange Street are commercial, with some industrial properties fronting on 5th Street. Most industrial buildings are sited on large irregular-shaped lots and are separated by sections of undeveloped, open space. Commercial buildings on the east side of Orange Street fill narrow rectangular lots and sit flush with the sidewalk, forming a cohesive street wall.

The district is significant for its association with Redlands' early industrial and commercial development and as a "significant architectural assemblage containing numerous individually distinguished buildings and the works of notable local architects and designers," per the district's National Register nomination. The Redlands Santa Fe Depot District is the only non-residential historic district in the city.

Aerial view of the Redlands Santa Fe Depot District looking north.

Is my property in this district?

To find out whether your property is in the Redlands Santa Fe Depot National Register District, check the City of Redlands List of Historic Resources at https://www.cityofredlands.org/post/historic-preservation

Redlands Santa Fe Depot District

Character-Defining Features

E [illegible] n [illegible]

- Utilitarian/Vernacular
- Classical Revival

If choosing to apply these guidelines, refer to Appendix B for more information regarding the architectural styles and vernacular building types included in this district.

The historic Santa Fe Depot.

n [illegible] b [illegible]

- Roofing: rolled asphalt/built-up, metal (standing seam or corrugated), clay tile
- Wall Cladding: brick, stucco
- Foundations: concrete, brick
- Windows/Doors: wood, metal

If choosing to apply these guidelines, refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials for information related to the treatment of character-defining materials in this district.

A view looking north along the historic Orange Street commercial corridor.

[illegible] u [illegible] U [illegible]

- Arrangement of buildings along the historic Santa Fe Railroad line, with primarily industrial buildings west of Orange Street and primarily commercial buildings on the east side of Orange.
- Large, irregularly shaped lots, varied setbacks, and large sections of open space on the west side of Orange Street.
- Narrow, consistent-sized lots, with buildings filling the entire lot, on the east side of Orange Street.
- Concrete sidewalks

If choosing to apply these guidelines, refer to Ch. 9 - Guidelines for Site and Landscape Design for information related to the treatment of character-defining site and landscape features in this district.

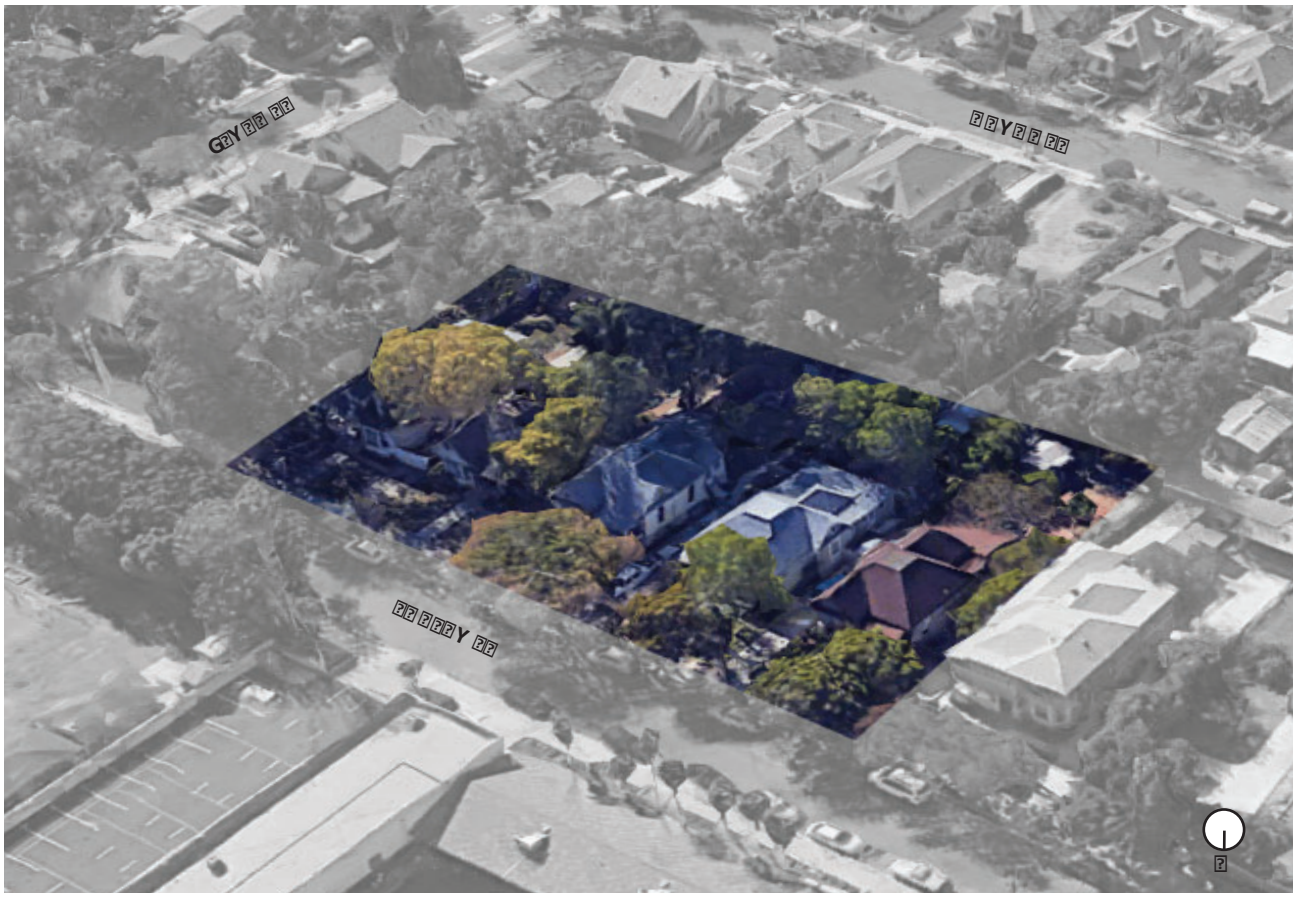
Cope Commercial Co. Warehouse, 21 W. Stuart Avenue

Eureka Street Historic District

District Description

The Eureka Street Historic District is a locally designated residential district south of Downtown Redlands. The district includes five properties on the west side of Eureka Street between Olive Avenue and Clark Street. The topography of the area is flat, and Eureka Street is linear, running at a northwest-southeast angle, in line with the skewed street grid that characterizes the area immediately south of Downtown. The district is composed of one- and two-story, single-family residences, sited on small lots with uniform setbacks. Front yards, bounded by cut stone edging, are traversed by concrete walkways leading from the sidewalk to front porches. Narrow concrete driveways extend along the north side of each house and lead to detached garages. This block of Eureka Street features cut stone curbs, cast stone streetlights, and street trees.

Developed between 1890 and 1900, the Eureka Street Historic District was part of the Bonnie Brae subdivision. It is distinguished by its cohesive collection of Victorian-era Vernacular buildings, indicative of Redlands' earliest residential development south of Downtown. This small historic district was Redlands' first, designated in 1981.



Aerial view of Eureka Street Historic District looking south.

Is my property in this district?

To find out whether your property is in the Garden Hill Historic & Scenic District, check the City of Redlands List of Historic Resources at https://www.cityofredlands.org/post/historic-preservation

Eureka Street Historic District

Character-Defining Features

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- Victorian-era Vernacular Cottage

Refer to Appendix B for more information regarding the architectural styles and vernacular building types included in this district.

A Victorian-era style cottage.

n□□□□□ b □□□□□□□

- Roofing: composition shingle
- Wall Cladding: wood shingle/clapboard
- Foundations: concrete, wood post and pier
- Windows/Doors: wood

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials for information related to the treatment of character-defining materials in this district.

An example of a clapboard-clad house.

□□□ □ u□□□□□□□ U□□□□□□

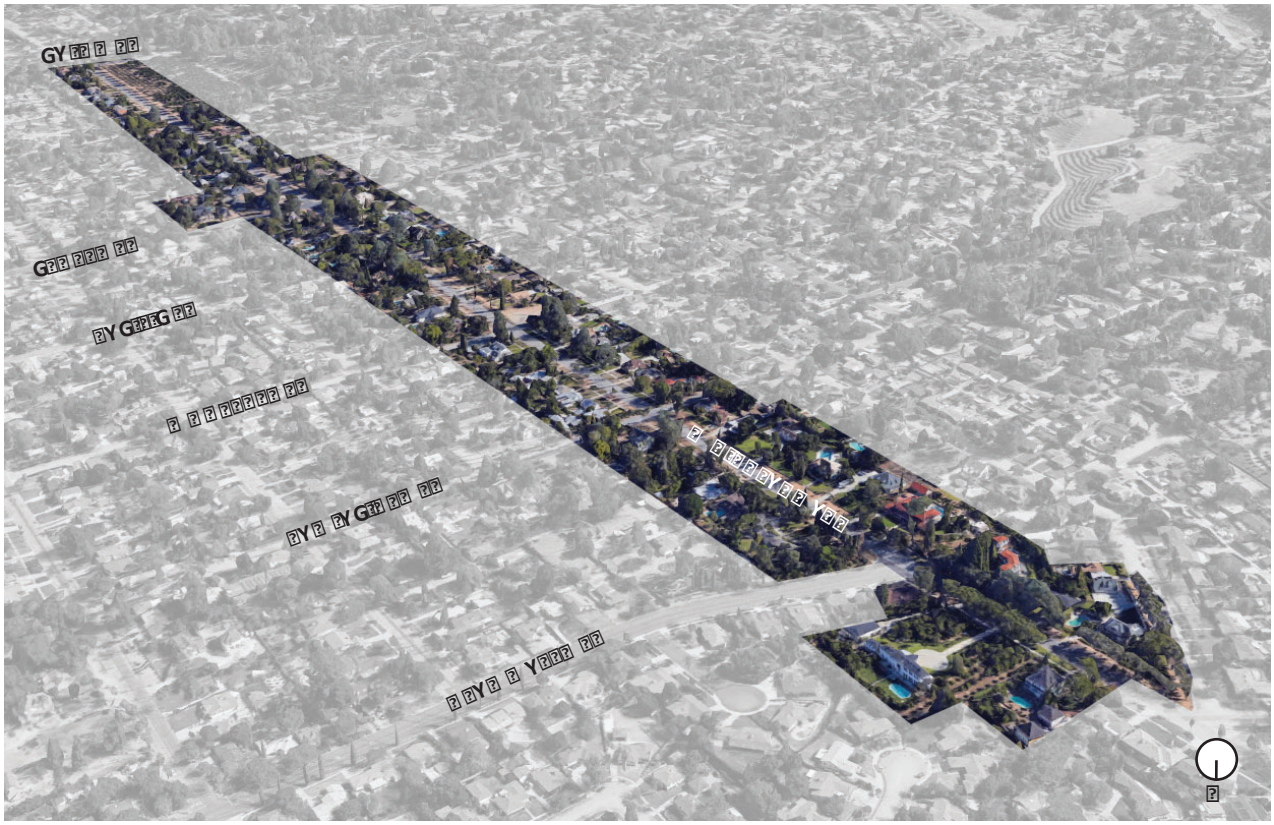
- Linear street running at the northwest-southeast angle
- Uniform lots (narrow and rectangular)
- Orientation of residences (primary façades and entrances face the street)
- Consistent setbacks
- Front yards with cut stone edging
- Concrete walkways leading from the street to the primary entrance
- Narrow concrete driveways
- Detached garages
- Concrete sidewalks
- Cut stone curbs
- Cast stone streetlights
- Street trees

Refer to Ch. 9 - Guidelines for Site and Landscape Design for information related to the treatment of character-defining site and landscape features in this district.

West Highland Avenue Historic & Scenic District

District Description

The West Highland Avenue Historic and Scenic District is a locally designated residential district in south Redlands. The district comprises properties on both sides of West Highland Avenue between Cajon Street and Cedar Avenue. The topography of the district is flat. Highland Avenue is wide and linear, running at a northeast-southwest angle, in line with the skewed street grid characterizing the area immediately south of Downtown. The district consists of one- and two-story, single-family residences sited on large irregular lots with deep setbacks and landscaped front yards. Residences range in scale and architectural style, but most are grand two-story buildings designed in various Victorian-era and Arts and Crafts sub-styles. Properties were largely constructed between the late 1880s and the 1920s; however, a substantial amount of post-World War II infill is also present, primarily on the south side of Highland Avenue, where an orange grove was subdivided. Most houses are accessed via concrete walkways connecting to the sidewalk, and concrete driveways lead to detached garages. Highland Avenue is characterized by its concrete sidewalks (in some places, wide dirt paths are present instead of sidewalks); cut stone curbs; cast stone streetlights; street trees (palms are dominant); and an orange grove (part of Prospect Park) on the south side of the street, at the east end of the district. A cut stone wall at the northeast corner of Highland Avenue and San Mateo Street marks the boundary of an early estate (no longer extant).



Aerial view of West Highland Ave Historic & Scenic District, looking south.

The West Highland Avenue district was subdivided by Redlands' founders Edward Judson and Frank Brown as part of the Residence Tract in 1886. Following the Redlands Domestic Water Company's announcement to service the tract in 1887, the neighborhood experienced a surge in construction during the late 1880s and continuing through the early 20th century. Highland Avenue was originally home to some of Redlands' most prestigious residents, including oil magnates, land developers, a newspaper publisher, and both of Redlands' founders. During its early development, the street had been nicknamed the "Butler Belt", in recognition of its numerous residences attended to by domestic servants. The historic district is unique for its collection of large, highly articulated Victorian-era and Arts and Crafts buildings, reflecting the city's early development as a winter home and recreation destination for the wealthy.

West Highland Avenue Historic & Scenic District

Character-Defining Features

E [illegible] n [illegible]

- Queen Anne
- Victorian-era Vernacular Cottage
- Craftsman
- Shingle
- American Colonial Revival
- Spanish Colonial Revival
- Mediterranean Revival

Refer to Appendix B for more information regarding the architectural styles and vernacular building types included in this district.

The West Highland Avenue Historic District is characterized by a variety of sizes and styles.

n [illegible] b [illegible]

- Roofing: composition shingle, wood shingle, clay tile
- Wall Cladding: wood shingle/clapboard, stucco
- Foundations: concrete, stone, wood post and pier
- Windows/Doors: wood

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials for information related to the treatment of character-defining materials in this district.

An American Colonial Revival style house.

A view north down West Highland Avenue.

West Highland Avenue Historic & Scenic District

Character-Defining Features

A broad dirt path that spans the southern section of the historic district.

A large Craftsman style house.

[illegible]

- Wide linear street running at a northeast-southwest angle
- Large, irregular lots
- Orientation of residences (primary façades and entrances face the street)
- Inconsistent (but generally deep) setbacks
- Landscaped front yards, some with low concrete or cut stone retaining/perimeter walls
- Concrete walkways leading from the street to the primary entrance
- Concrete driveways (widths and configurations vary)
- Detached garages
- Concrete sidewalks and wide dirt paths
- Cut stone curbs
- Cast stone streetlights
- Street trees (various species, but palms are dominant)
- Cut stone wall at the northeast corner of Highland Avenue and San Mateo Street
- Orange grove comprising the east end of the district, on the south side of Highland Avenue, at Prospect Park

Refer to Ch. 9 - Guidelines for Site and Landscape Design for information related to the treatment of character-defining site and landscape features in this district.

Is my property in this district?

To find out whether your property is in the West Highland Avenue Historic & Scenic District, check the City of Redlands List of Historic Resources at www.cityofredlands.org/post/historic-preservation

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Early Redlands Historic & Scenic District

District Description

The Early Redlands Historic and Scenic District is a locally designated residential district south of Downtown Redlands. The historic district contains buildings on both sides of 4th and Cajon streets between Fern and Cypress avenues. The topography of the district is flat, and 4th Street and Cajon Street run at a northwest-southeast angle, in line with the skewed street grid that typifies the area south of the Downtown commercial core. The district primarily consists of one- and two-story, single-family residences, as well as a few small-scale multi-family properties, houses that have been adaptively reused for commercial purposes, and some postwar commercial infill present on Cajon. Buildings are sited on relatively uniform lots (lots are larger on Cajon, which is much wider than 4th) with consistent setbacks and landscaped front yards (some yards bounded by cut stone or concrete edging). Developed primarily between the 1890s and 1910, most residences are designed in myriad sub-styles of the Victorian-era and Arts and Crafts idioms, with some Period Revival-style houses from the 1920s. Though generally constructed during the same time period, the residences on Cajon Street are larger and more highly articulated than the relatively modest houses on 4th Street, a result of Cajon's development as a prominent residential thoroughfare historically occupied by a streetcar line. Houses are primarily accessed via concrete walkways connecting to the sidewalk, and concrete driveways lead to detached garages. (An alley provides access to garages on the north side of 4th and the south side of Cajon.) The district features cut stone curbs, cast stone streetlights, and street trees (palms are most prevalent).

View looking northwest up Cajon and 4th Streets.

The historic district is distinguished by its relatively intact collection of Victorian-era and Arts and Crafts residential properties, indicative of the spread of residential development south of Downtown at the turn of the 20th century. The grander scale and more highly articulated styles of residences on Cajon Street reflect its development as a prominent thoroughfare, historically occupied by a streetcar line.

Early Redlands Historic & Scenic District

Character-Defining Features

E[illegible] n[illegible]

- Queen Anne
- Victorian-era Vernacular Cottage
- Craftsman
- American Foursquare
- Shingle
- Spanish Colonial Revival

Refer to Appendix B for more information regarding the architectural styles and vernacular building types included in this district.

An American Foursquare style house.

n[illegible] b [illegible]

- Roofing: composition shingle, wood shingle, clay tile
- Wall Cladding: wood shingle/clapboard, stucco
- Foundations: concrete, stone, wood post and pier
- Windows/Doors: wood

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials for information related to the treatment of character-defining materials in this district.

Is my property in this district?

To find out whether your property is in the Early Redlands Historic & Scenic District, check the City of Redlands List of Historic Resources at www.cityofredlands.org/post/historic-preservation

A row of Victorian style cottages.

Early Redlands Historic & Scenic District

Character-Defining Features

A Craftsman house.

Note the uniform side setbacks between this historic building and its neighbors.

[illegible] u[illegible] U[illegible]

- Wide linear street running at a northeast-southwest angle
- Substantial width of Cajon Street, indicative of its historic use as a streetcar thoroughfare
- Relatively uniform lots (larger lots on Cajon Street)
- Orientation of residences (primary façades and entrances face the street)
- Consistent setbacks
- Landscaped front yards, some with low concrete or cut stone retaining/perimeter walls
- Concrete walkways leading from the street to the primary entrance
- Narrow concrete driveways (some in the original "ribbon" style)
- Lack of driveways at properties on the north side of 4th Street and south side of Cajon Street
- Detached garages
- Concrete sidewalks
- Cut stone curbs
- Cast stone streetlights
- Street trees (various species, but palms are most prevalent)

Refer to Ch. 9 - Guidelines for Site and Landscape Design for information related to the treatment of character-defining site and landscape features in this district.

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Normandie Court Historic District

District Description

The Normandie Court Historic District is a locally designated residential district near the center of Redlands. The historic district comprises properties lining both sides of a narrow paved street known as Normandie Court. Normandie Court is entered off of Clark Street at its north end and culminates in a cul-de-sac at its south end. The topography of the area is flat, and Normandie Court runs at a northwest-southeast angle, in line with the skewed street grid characterizing the area south of Downtown. The district is composed of one- to one-and-a-half-story, single-family residences, sited on small lots with shallow uniform setbacks. Front yards, some of which are sloped, are traversed by short walkways with steps leading from the sidewalk to front entrance stoops. Narrow concrete driveways, some in their original "ribbon" configuration, extend along the side of each house and lead to detached garages.

The Normandie Court Historic District is unique for its cohesive collection of Storybook/French Norman Revival-style buildings developed by F.E. Corson and E.R. Hudson and constructed in 1926.

Aerial view of Normandie Court looking southeast.

Is my property in this district?

To find out whether your property is in the Normandie Court Historic District, check the City of Redlands List of Historic Resources at https://www.cityofredlands.org/post/historic-preservation

Normandie Court Historic District

Character-Defining Features

E

- Storybook/French Norman Revival

Refer to Appendix B for more information regarding the architectural styles and vernacular building types included in this district.

A Storybook/French Norman Revival style house.

n b

- Roofing: composition shingle
- Wall Cladding: stucco
- Foundations: concrete
- Windows/Doors: wood

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials for information related to the treatment of character-defining materials in this district.

Narrow driveways lead to detached garages at the rear.

u U

- Narrow, northwest-southeast linear street with cul-de-sac at the south end
- Uniform narrow lots, with residences closely spaced together
- Orientation of residences (primary façades and entrances face the street)
- Consistent shallow setbacks
- Landscape front yards, some of which are slightly sloped
- Walkways (some with steps) leading from the street to the primary entrance
- Narrow driveways (original driveways were “ribbon” style) with cut curbs
- Detached garages, most of which date to the construction of the houses
- Concrete sidewalks and curbs

Refer to Ch. 9 - Guidelines for Site and Landscape Design for information related to the treatment of character-defining site and landscape features in this district.

East Fern Avenue Historic & Scenic District

District Description

The East Fern Avenue Historic and Scenic District is a locally designated residential district south of Downtown Redlands. The district includes properties on both sides of East Fern Avenue, generally between La Paloma and La Verne streets. The topography of the district is flat, and Fern Avenue extends linearly at a northeast-southwest angle, in line with the skewed street grid that characterizes the area south of Downtown. The district primarily consists of one- and two-story, single-family residences sited on varying sized lots (lots larger on south side of Fern). Setbacks are largely consistent and feature landscaped front yards, some of which are elevated/sloped and bounded by concrete or stone retaining walls. Most residences were built between the early 1900s and the 1920s and were primarily designed in the Craftsman and Spanish Colonial Revival styles. Houses are generally large and highly articulated, a product of Fern Avenue's development as a prominent residential thoroughfare historically occupied by a streetcar line. Houses are accessed via concrete walkways linking to the sidewalk, and concrete driveways lead to detached garages. The district features cut stone curbs, cast stone streetlights, and street trees (palms are dominant).

Aerial view of East Fern Ave Historic & Scenic District.

The East Fern Avenue district is notable for its intact collection of Arts and Crafts and Period Revival houses, indicative of the expansion of residential development south of Downtown during the early 20th century. The grand scale and highly articulated styles of residences on Fern Avenue reflect its development as a prominent thoroughfare, historically occupied by a streetcar line.

East Fern Avenue Historic & Scenic District

Character-Defining Features

E

- Queen Anne
- Victorian-era Vernacular Cottage
- Craftsman
- American Foursquare
- Spanish Colonial Revival

Refer to Appendix B for more information regarding the architectural styles and vernacular building types included in this district.

Landscaped front yards are typical throughout the historic district.

n b

- Roofing: composition shingle, clay tile
- Wall Cladding: wood shingle/clapboard, stucco
- Foundations: concrete, stone, brick
- Windows/Doors: wood

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials for information related to the treatment of character-defining materials in this district.

A row of Craftsman bungalows.

Redlands Regular Meeting of 09-03-24
1304 of 1977

East Fern Avenue Historic & Scenic District

Character-Defining Features

A Spanish Colonial Revival style house.

Paved sidewalks and walkways are a typical feature of the historic district.

[illegible]

- Wide linear street running at a northeast-southwest angle
- Varying lot sizes, with generally larger lots on the south side of Fern Avenue
- Orientation of residences (primary façades and entrances face the street)
- Generally consistent setbacks
- Landscaped front yards, some of which are elevated/sloped and bounded by concrete or stone retaining walls
- Concrete walkways leading from the street to the primary entrance
- Narrow concrete driveways
- Detached garages
- Concrete sidewalks
- Cut stone curbs
- Cast stone streetlights
- Street trees (various species, but palms are dominant)

Refer to Ch. 9 - Guidelines for Site and Landscape Design for information related to the treatment of character-defining site and landscape features in this district.

Is my property in this district?

To find out whether your property is in the East Fern Avenue Historic & Scenic District, check the City of Redlands List of Historic Resources at www.cityofredlands.org/post/historic-preservation

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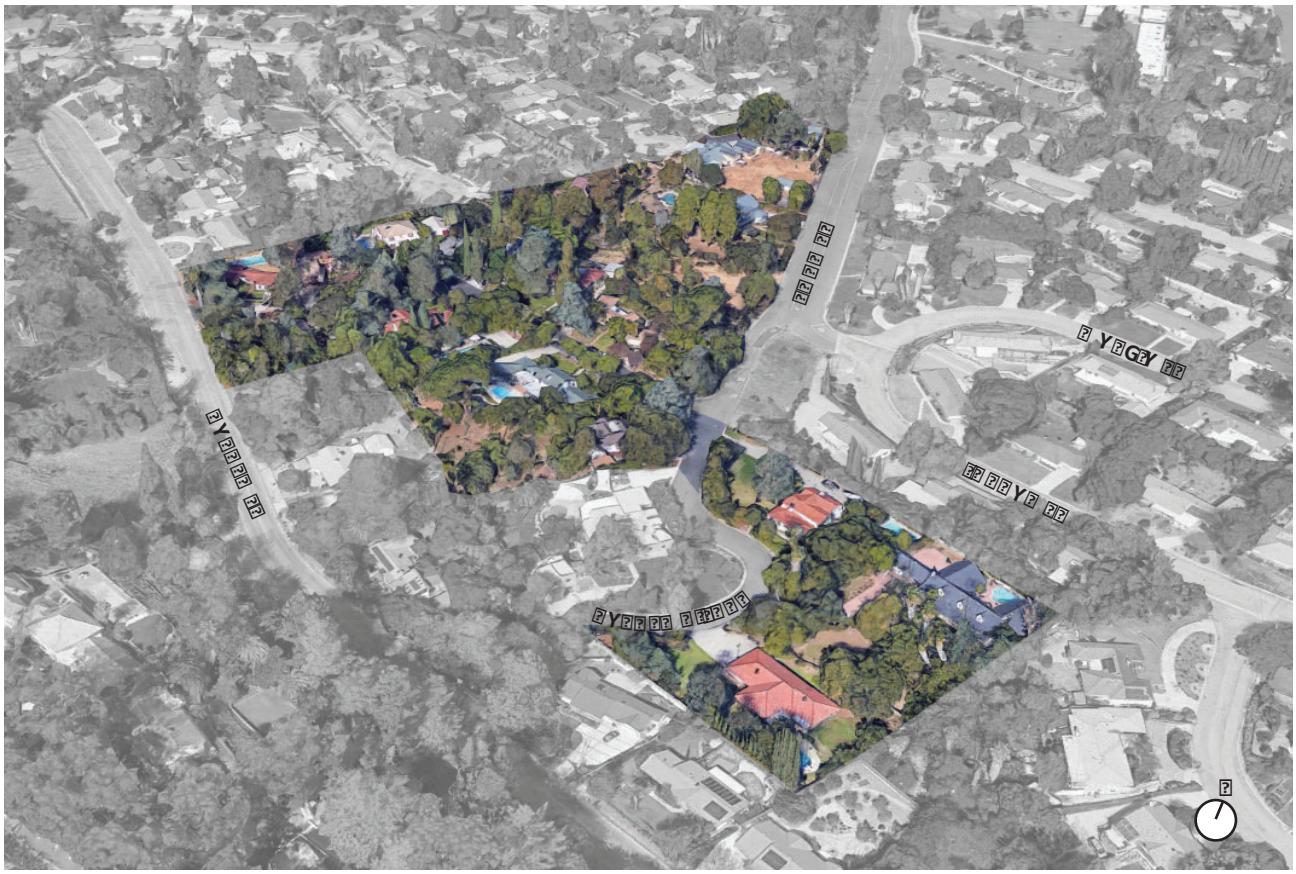
Garden Hill Historic & Scenic District

District Description

The Garden Hill Historic and Scenic District is a locally designated residential district in south Redlands. Properties on both sides of Garden Hill Drive comprise the district. The topography of the district is hilly, and Garden Hill Drive is curvilinear, forming a "U" shape, with both ends providing egress onto Garden Street. The district comprises one- and two-story, single-family residences on irregular-shaped lots. Setbacks are inconsistent and front yard landscaping is lush. Developed primarily between the late 1910s and 1920s, most residences in the district were built in various Period Revival styles, including Spanish Colonial Revival, American Colonial Revival, and Tudor Revival. The district is characterized by its concrete entrance markers, lack of sidewalks, cut stone curbs, and stone retaining walls.

The Garden Hill district was subdivided as the Garden Court tract by noted local developer Elliott A. Moore. By the late 1910s, Moore had begun constructing residences on the tract's large residential lots, including one for himself. The historic district is notable for its intact collection of Period Revival houses, reflecting the expansion of residential development in south Redlands during the early 20th century.



Aerial looking up Ford Street toward the northwest.

Is my property in this district?

To find out whether your property is in the Garden Hill Historic & Scenic District, check the City of Redlands List of Historic Resources at https://www.cityofredlands.org/post/historic-preservation

Garden Hill Historic & Scenic District

Character-Defining Features

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- Spanish Colonial Revival
- American Colonial Revival
- Tudor Revival

Refer to Appendix B for more information regarding the architectural styles and vernacular building types included in this district.

A Spanish Colonial Revival style house is setback within the hilly topography of the historic district.

n□□□□□ b □□□□□□□

- Roofing: composition shingle, clay tile
- Wall Cladding: wood clapboard, stucco
- Foundations: concrete
- Windows/Doors: wood

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials for information related to the treatment of character-defining materials in this district.

An American Colonial Revival style house.

□□□ □□□ u□□□□□□□□ U□□□□□□

- Hilly topography
- Curvilinear street
- Large irregular lot sizes
- Inconsistent setbacks
- Varied orientation of residences (primary façades and entrances may or may not face the street)
- Manicured lawns and lush, mature landscaping
- Driveways of varying widths
- Attached and detached garages
- Concrete entrance markers
- Lack of sidewalks
- Cut stone curbs and stone retaining walls in some areas

Refer to Ch. 9 - Guidelines for Site and Landscape Design for information related to the treatment of character-defining site and landscape features in this district.

A lack of sidewalks is typical of this historic district.

La Verne Street Historic & Scenic District

District Description

The La Verne Street Historic District is a locally designated residential district south of Downtown Redlands. The district includes properties on both sides of La Verne Street between Fern Avenue and Home Place. The topography of the district is flat, and La Verne Street extends linearly at a northwest-southeast angle, in line with the skewed street grid south of Downtown. The district is composed of one- and two-story, single-family residences sited on small lots with uniform setbacks and landscaped front yards. Houses are accessed via concrete walkways connecting to the sidewalk, and narrow concrete driveways lead to detached garages. La Verne Street is characterized by its cut stone curbs and street trees of various species.

Developed primarily between the 1890s and 1910, the La Verne Street district is distinguished by its cohesive collection of mostly Victorian-era Vernacular buildings, indicative of Redlands' earliest residential development in the Downtown area.

Aerial view looking northwest up La Verne Street.

Is my property in this district?

To find out whether your property is in the La Verne Historic & Scenic District, check the City of Redlands List of Historic Resources at https://www.cityofredlands.org/post/historic-preservation

La Verne Street Historic & Scenic District

Character-Defining Features

E [illegible] n [illegible]

- Victorian-era Vernacular Cottage
- Craftsman
- Spanish Colonial Revival

Refer to Appendix B for more information regarding the architectural styles and vernacular building types included in this district.

n [illegible] b [illegible]

- Roofing: composition shingle
- Wall Cladding: wood shingle/clapboard, stucco
- Foundations: concrete, stone, wood post and pier
- Windows/Doors: wood

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials for information related to the treatment of character-defining materials in this district.

[illegible] u [illegible] U [illegible]

- Linear street running at a northwest-southeast angle, in line with the skewed Downtown street grid
- Uniform lot sizes (narrow and rectangular)
- Orientation of residences (primary façades and entrances face the street)
- Slight variation in setbacks
- Landscaped front yards
- Concrete walkways leading from the street to the primary entrance
- Narrow concrete driveways
- Detached garages
- Concrete sidewalks

A one-story, single-family house within the La Verne Street Historic and Scenic District.

An example of a two-story, single family house within the historic district.

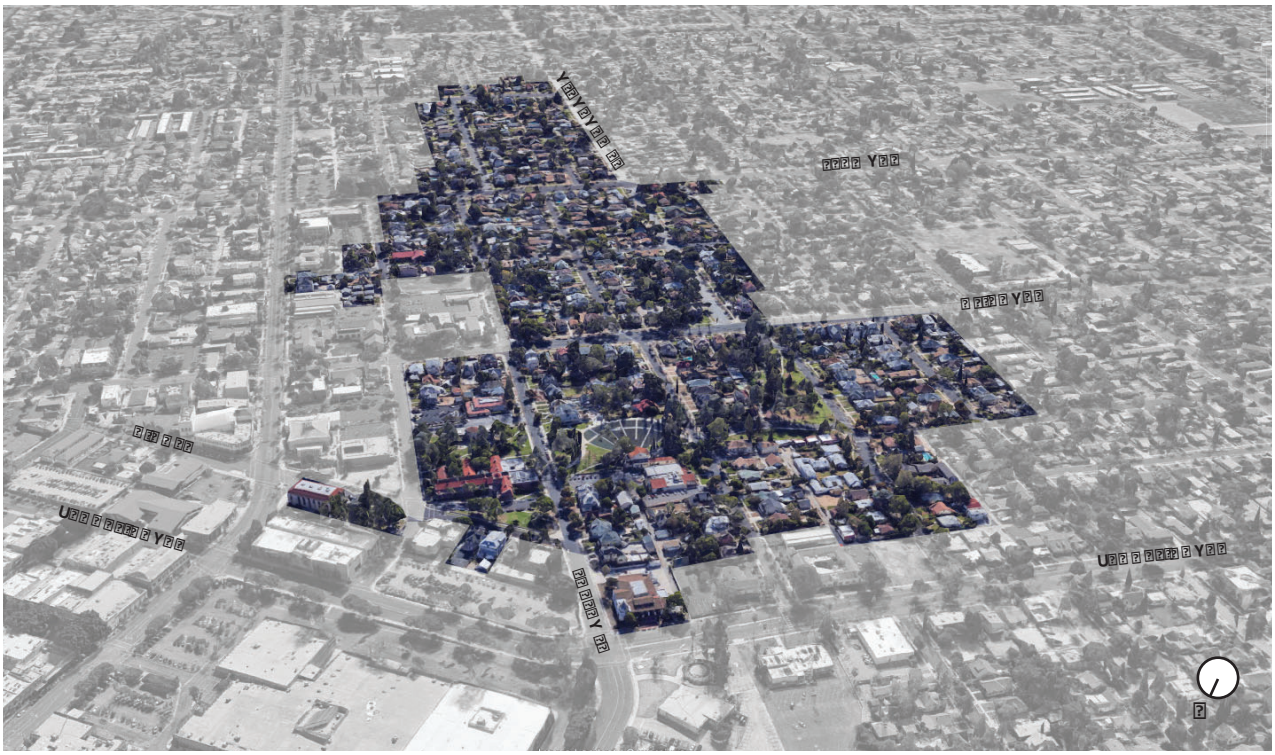
- Cut stone curbs
- Street trees (various species, but palms are most prevalent on the south side of La Verne)

Refer to Ch. 9 - Guidelines for Site and Landscape Design for information related to the treatment of character-defining site and landscape features in this district.

Smiley Park Neighborhood Historic & Scenic District

District Description

The Smiley Park Neighborhood Historic and Scenic District is a locally designated historic district south of Downtown Redlands; it is also a National Register-listed district. The topography of the district is flat, and streets align with the skewed street grid comprising the area immediately south of Downtown. The historic district comprises a neighborhood of primarily single-family and some small-scale, multi-family residences dating from the turn of the 20th century to the decades leading up to World War II. Some institutional properties, dating to the same time period, as well as a handful of postwar residential and commercial infill properties, are also present. Most residences are sited on narrow, rectangular lots with consistent setbacks and landscaped front yards. Buildings are primarily accessed via concrete walkways connecting to the sidewalk, and concrete driveways lead to detached garages. The district is characterized by its cut stone curbs, cast stone streetlights, street trees of various species, and its integration of public and private institutional properties, which served as the focal point for neighborhood activity.



Aerial view of the Smiley Park Historic District looking southeast.

The Smiley Park Historic District is significant as an early middle class residential neighborhood that developed adjacent to the commercial Downtown during the late 19th and early 20th centuries. The district comprises several residential tracts originally subdivided by Redlands' founders E.G. Judson and Frank E. Brown. The neighborhood experienced tremendous growth from the late 1880s until the 1913 Freeze, which took a major toll on Redlands' agricultural economy. Following the Freeze and World War I, the district witnessed a second development boom during the late 1910s and 1920s, reflected in its significant collection of houses from this period. The district is also significant as the "largest and most intact residential neighborhood" built during the city's initial phase of development, per the district's National Register nomination. It contains a number of buildings that are excellent examples of their respective architectural styles, including sub-styles of Victorian-era, Arts and Crafts, and Period Revival architecture.

Smiley Park Neighborhood Historic & Scenic District

Character-Defining Features

E [illegible] n [illegible]

- Queen Anne
- Victorian-era Vernacular Cottage
- Craftsman
- American Foursquare
- Shingle
- Classical Revival
- American Colonial Revival
- Tudor Revival
- Spanish Colonial Revival
- Mediterranean Revival
- Mission Revival

Refer to Appendix B for more information regarding the architectural styles and vernacular building types included in this district.

n [illegible] b [illegible]

- Roofing: composition shingle, wood shingle, clay tile
- Wall Cladding: wood shingle/clapboard, stucco, brick
- Foundations: concrete, brick, stone, wood post and pier
- Windows/Doors: wood

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, & Restoration of Historic Exterior Building Materials for information related to the treatment of character-defining materials in this district.

Is my property in this district?

To find out whether your property is in the Smiley Park Neighborhood Historic & Scenic District, check the City of Redlands List of Historic Resources at www.cityofredlands.org/post/historic-preservation

Buildings within the historic district are sited on narrow lots with uniform setbacks.

A Queen Anne style building.

Smiley Park Neighborhood Historic & Scenic District

Character-Defining Features

View of the Redlands Bowl.

View of front facade on a residence.

[illegible]

- Largely linear streets that align with the skewed street grid south of Downtown
- Uniform lot sizes (narrow and rectangular)
- Orientation of residences (primary façades and entrances face the street)
- Consistent setbacks
- Landscaped front yards, some with the low concrete or stone retaining walls
- Concrete walkways leading from the street to the primary entrance
- Narrow concrete driveways (some in the original “ribbon” style)
- Detached garages
- Concrete sidewalks
- Cut stone curbs
- Street trees (various species)
- Integrated public institutions, such as Smiley Park, Smiley Public Library, and two church properties

Refer to Ch. 9 - Guidelines for Site and Landscape Design for information related to the treatment of character-defining site and landscape features in this district.

View of a large Mediterranean revival style building.

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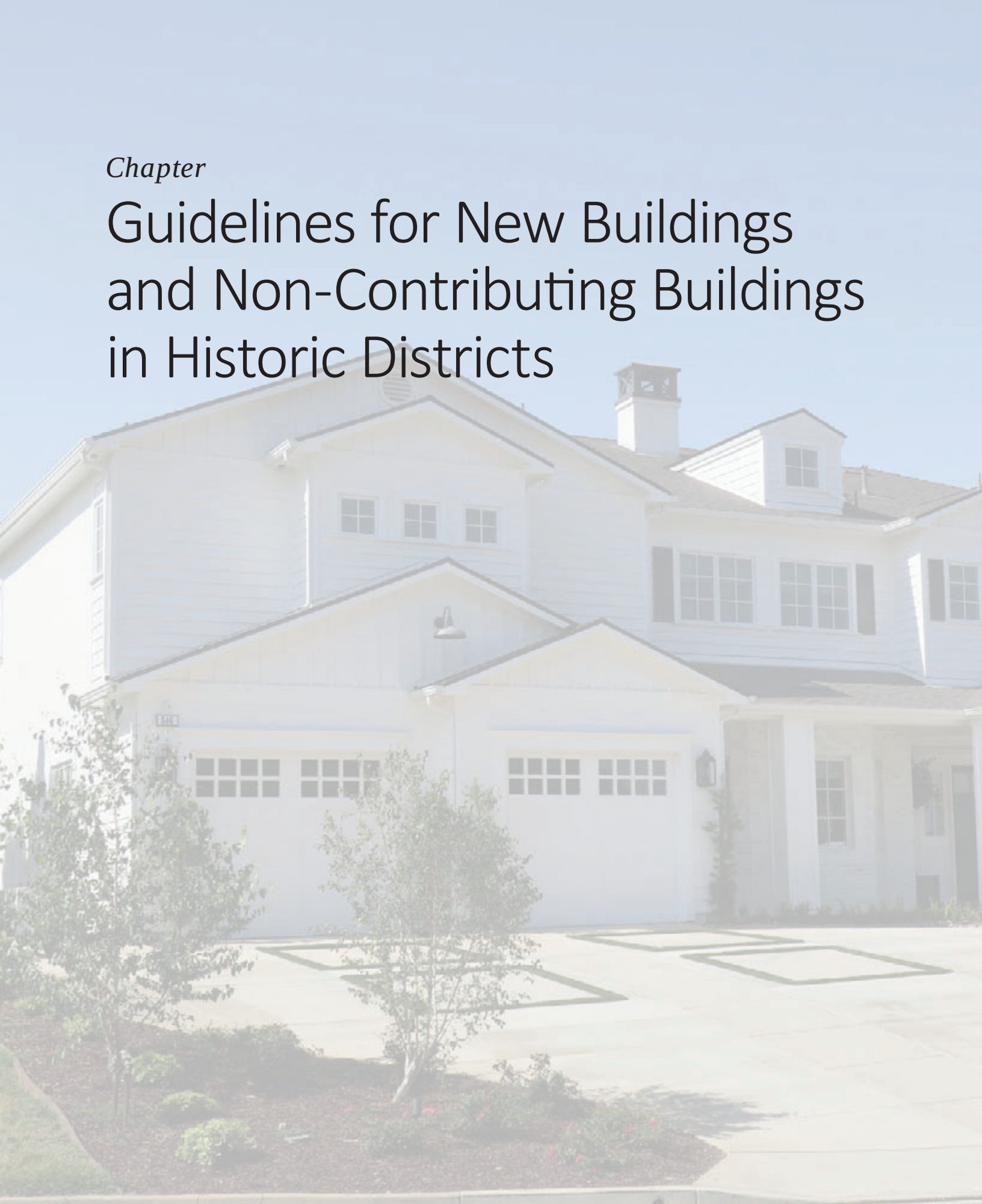
Chapter

Guidelines for New Buildings and Non-Contributing Buildings in Historic Districts



Chapter Overview

Use This Chapter If...

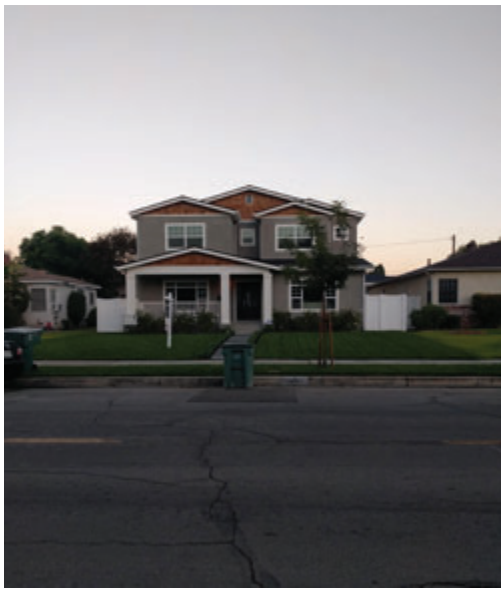
- You own a non-contributing building within a historic district and need to make repairs or alterations.
- You are undertaking a new building project on a vacant lot within a historic district and are planning your design.
- You are planning to make alterations to your non-contributing building and wish to maintain a compatible appearance with the historic buildings in the historic district.

What's Inside...

Compatibility Considerations
Guidelines for New Residential Construction
Guidelines for New Commercial Construction
Guidelines for New Construction in Historically Industrial Areas

Compatibility Considerations

See pages 20-21 in Ch. 1 for information regarding the Design Review process for New Construction.



Incompatible (out-of-scale) residential infill.

Compatible commercial infill.

This chapter addresses the construction of new buildings in Redlands' historic districts, as well as alterations to non-contributing properties within a historic district. These guidelines are intended to help promote design that is compatible with the historic district in which it is located and to ensure that it does not adversely affect the integrity or historic character of the district. As Redlands' historic districts are not suspended in time, they must be allowed to evolve while still retaining their essential historic character.

New construction should be compatible with its context and surroundings. It should be distinguishable from surrounding historic properties, expressing its true age, without detracting from the historic character of the district.

To achieve compatibility, new construction should:

- Relate to the character-defining features of the historic district, including building placement, setbacks, orientation, relationship to ancillary structures, and other features.

Refer to Ch. 7 - Guidelines for Historic Districts for each district's character defining features.

- Relate to features that characterize neighboring historic properties, including scale and massing of building components and architectural features, roof form, façade composition, and materials.
- Illustrates its true age, as opposed to directly imitating a historic style or applying false historic treatments, to avoid misinterpretation as a historic resource.

Compatibility may be achieved through the application of simplified versions of architectural styles that are present within the district, as well as through contemporary designs that incorporate compatible architectural features.

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Guidelines for New Residential Construction

Site Design Guidelines

The following guidelines for new residential construction may be applied to single-family residences and small-scale, multi-family properties, such as duplexes, smaller apartment houses, bungalow courts, and garden apartments, located in Redlands' historic residential districts. As some of the city's residential districts are zoned to allow for commercial use, the following guidelines should also be applied to new commercial construction in historic residential neighborhoods.

In historic neighborhoods with detached rear garages and driveways leading from the street, the building's side setback may be wider on one side to accommodate the driveway.

An example of a compatible new building in the Early Redlands Historic District.

n[illegible]

- Place a new residence to reflect the established setbacks along the block.
- Where front setbacks are uniform, locate the building in alignment with its neighbors.
- Where front setbacks vary, locate the building within the established range of setbacks on the block.

[illegible]

- Locate the new residence to maintain the side setback spacing pattern on the block as discernible from the public right-of-way.

[illegible]

- In general, a new residence should be oriented to face the street in residential historic districts.
- Locate the primary entrance, consisting of a porch or entrance stoop, on the front façade of the building, where it is highly visible.
- Where there is more than one building on a site, orient a least one of the buildings to face the street. The other building(s) may face the street or a common courtyard area.

Q[illegible]

- Locate a garage or other ancillary structure to be consistent with the location of other ancillary structures within the surrounding block/neighborhood. Typically, garages are either detached, located at the rear of the property, or attached, flush with or projecting from the primary façade of the residence.

Guidelines for New Residential Construction

Site Design Guidelines

[illegible]

- Place a driveway to be consistent with the placement of other driveways within the historic district.
- Driveways may be located alongside the residence, leading to a rear detached garage, or they may be aligned with the residence, leading to an attached garage.
- Avoid constructing a new curb cut or driveway where an alley can provide access to a rear detached garage. In order to maintain the historic streetscape and yard patterns of the historic district, avoid widening an existing curb cut or driveway.
- Design a new driveway to be compatible with the material composition, width, and overall appearance of existing historic driveways within the district.

Refer to Ch. 9 - Guidelines for Site and Landscape Design for additional information regarding appropriate driveway design.

[illegible]

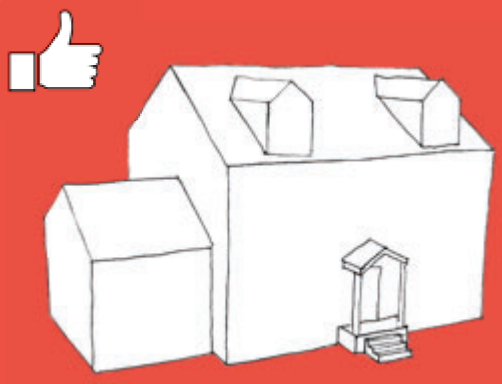
- Provide a clear discernible path from the new residence to the street. The walkways should either lead from the entrance directly to the sidewalk, or to a driveway that leads to the street. Its configuration should be consistent with the configuration of other walkways in the historic district.
- Where multiple units are located on a site, create an internal walkway system that connects each unit entrance to a common walkway leading to the sidewalk.
- Design a new walkway to be compatible with the material composition, width, and overall appearance of the walkways of adjacent historic properties.

[illegible]

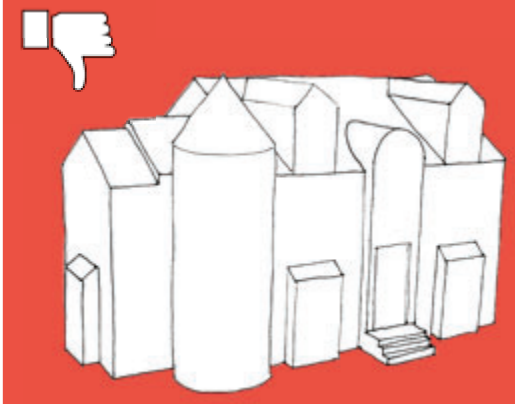
- Front yard fences are rare and inconsistent throughout Redlands' historic residential districts. Thus, a front yard fence is discouraged. However, if a front yard fence is necessary or desired, the fence should be compatible with the architectural style of the building (for example, vinyl or other incompatible materials are not appropriate and do not meet SOI Standards) and fences should not dominate the streetscape.
- The front yard fence should generally be low in scale and visually transparent.

Guidelines for New Residential Construction

Building Design Guidelines



Use simple building forms that are similar to forms in the surrounding historic context.



Avoid using a significantly higher number of building forms than are typically seen in the surrounding historic buildings. This can cause a building to appear busy and overly massive.

[illegible] [illegible] b [illegible]

- Design a new residential building to be compatible with the scale and massing of historic buildings in the surrounding district.
- A new residence should be within the range of historic heights (typically one or two stories) in the surrounding block/neighborhood.
- Incorporate building forms and volumes similar to those of surrounding historic properties. Avoid using overly complex building forms or a wide variety of forms than are typical of adjacent historic buildings. Similarly, avoid designing overly simplified, boxy building forms when they are not typical of the surrounding historic district.
- Locate and proportion building components to reflect similar components on adjacent historic properties. For example, roof height/width, foundation height, floor-to-floor height, porch height/width, window height/width, and door height/width should generally match the heights/widths of those components of surrounding historic residences.
- Small-scale multi-family buildings should be designed in such a way that individual building units express historic single-family residential dimensions. For instance, incorporate a front porch for each unit when a porch is needed to maintain the typical streetscape and proportions of the surrounding historic block.

[illegible] [illegible]

- The building's roof type and pitch should be compatible with the architectural style of the building.

See Appendix B for information about characteristic roof types of Redlands' architectural styles.

Guidelines for New Residential Construction

Building Design Guidelines

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- A new residential façade, particularly the primary façade and those most visible from the public right-of-way, should be designed with the same level of articulation as the façades of surrounding historic properties.
- Articulate the façade(s) with architectural details that are compatible with the predominant architectural style(s) along the block.

See Appendix B for more information about the character-defining features of architectural styles in Redlands.

- Details should be simple in design and should complement, rather than visually compete with, the character of adjacent historic residences. Architectural details that are more ornate than those found in the historic district are inappropriate.

An example of a compatible new building (Google, 2018).

X??????? ????? ????????

- Design a projecting or recessed entrance porch or stoop at the primary façade of the building.
- The front porch/stoop should be one story in scale and oriented toward the street.
- The front porch/stoop should be designed with the same level of articulation as those of surrounding historic properties.

X?????b ????????

- Use exterior materials that are compatible with the materials present in the historic district.
- Choose materials that are the same or similar in finish, texture, and overall appearance as those used on adjacent historic residences.

Avoid complex massing that is out of character with the surrounding historic buildings.

Guidelines for New Commercial Construction

Site Design Guidelines

The following guidelines for new commercial construction may be applied to buildings in Redlands' commercial historic districts.

Currently, Redlands' only commercial historic district is the Redlands Santa Fe Depot District (east of Orange Street). However, these guidelines are broadly applicable to future potential historic districts and can be revised as needed to address any differences.

The orientation of this contemporary commercial building at the corner of Orange Street and Redlands Boulevard is compatible with the block context.

n[illegible]

- Place a new building to adhere to the alignment of historic building façades and entrances in the surrounding block.
- If existing historic buildings are flush with the sidewalk, creating a uniform street wall, locate the new commercial building to conform to this alignment.
- Where front setbacks vary, locate the building within the established range of setbacks on the block.

[illegible]

- Position a building so that its side setbacks are in accordance with the side setbacks of surrounding historic properties.
- If existing historic buildings in the district abut one another, the new building should also be placed directly in contact with its neighboring property in order to maintain a continuous street wall appearance.

[illegible]

- Orient a building's entrance to adhere to the established historic pattern of the surrounding block. Typically, historic commercial building entrances face the street.

[illegible] E[illegible]

- Design a new commercial building so that its primary entrance opens directly onto the sidewalk in order to maintain the pedestrian-oriented feeling of the historic district.

[illegible]

- Parking should be located at the rear of the building, or to the side when rear parking is not feasible, in order to maintain the building's pedestrian orientation and relationship with the sidewalk.

[illegible]

- Signage should be compatible with the scale, location, and materials of existing historic signage in the district.

Refer to Ch. 9 - Guidelines for Site and Landscape Design for additional information regarding appropriate signage design.

Guidelines for New Commercial Construction

Building Design Guidelines

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- Design a new commercial building to be compatible with the scale and massing of historic buildings in the surrounding district.
- A new commercial building should be within the range of historic heights (typically one or two stories) in the surrounding block. If the building needs to be taller than two stories, the third story should be stepped back from the primary façade in order to maintain the lower, pedestrian scale of the historic commercial streetscape.
- Design a new commercial building to be composed of simple, rectangular forms that are consistent with the form and massing of surrounding historic properties.
- Locate and proportion building components to reflect similar components on adjacent historic properties. For example, the new building should incorporate a traditional base, middle, and cap configuration that aligns with those of adjacent historic buildings. Second-story windows on commercial mixed-use buildings should typically be smaller and more residential in character.

An example of a new large-scale commercial building in Redlands (scale and massing).

A new two-story commercial building that meets the street wall of the adjacent historic buildings.

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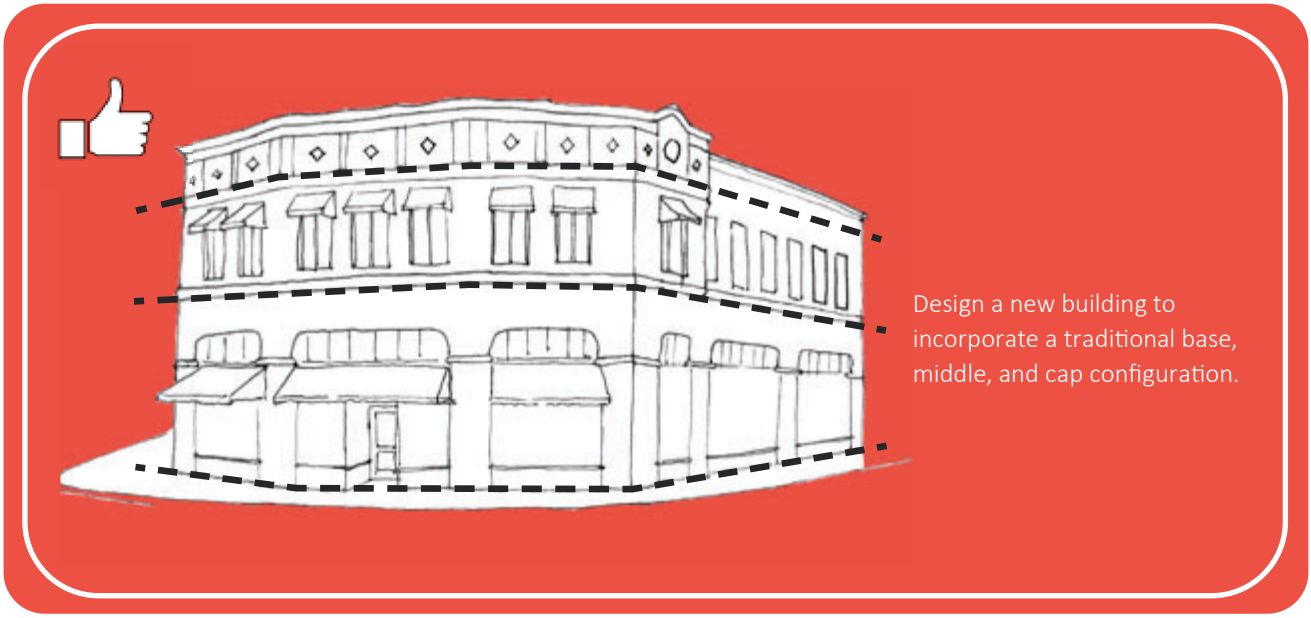
- The building's roofline should be compatible with the rooflines of adjacent historic properties. Typically, historic commercial buildings retain flat roofs.



Design a new building to incorporate a traditional base, middle, and cap configuration.

Guidelines for New Commercial Construction

Site Design Guidelines

New commercial designs should be distinctive but compatible with the historic block context.

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- Design the new commercial building façade to have a similar solid-to-void ratio as others in the historic district. The building should retain extensive transparent glazing at the primary façade in order to provide a connection to the interior for passersby.
- The building's façade(s) should retain the same level of articulation as those of adjacent historic properties. The front façade should be divided into smaller parts through use of glazing, bulkheads, canopies, and other vertical and horizontal detailing, as appropriate. Long unarticulated wall planes should be avoided.
- Design the building with decorative details that are compatible with the predominant architectural style(s) along the block. Details should be simple in design and should complement, rather than visually compete with, the character of adjacent historic properties. Architectural details that are more ornate than those found in the historic district are inappropriate.

See Appendix B for more information about the character-defining features of architectural styles in Redlands.

X[illegible]

- Design a new commercial building with one or more entrances.
- The building's entrance(s) may be recessed or flush with the façade and should retain the same level of articulation as those of adjacent historic properties.

X[illegible] b [illegible]

- Use exterior materials that are compatible with the materials present in the historic district.
- Choose materials that are the same or similar in finish, texture, and overall appearance as those used on adjacent commercial buildings.

Refer to Ch. 3 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Exterior Building Materials for information related to common historic building materials in Redlands and their appropriate treatment.

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Guidelines for New Construction in Historically Industrial Areas

Site Design Guidelines

The following guidelines apply to new development in Redlands' historic industrial areas.

Currently, Redlands' only industrial historic district is the Redlands Santa Fe Depot District (west of Orange Street). However, these guidelines are broadly applicable to future potential historic districts and can be revised as needed to address any differences.

A new building within the Redlands Packing House district. (Google, 2018.)

A new building with an industrial inspired sawtooth roof. (Google, 2018.)

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- As the setbacks of Redlands' historic industrial buildings vary, a new building may be placed flush with or set back from the sidewalk in historically industrial areas.

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- New construction within a historic district containing industrial properties should be placed a substantial distance from surrounding properties in order to retain the historically open spacing and character of the area.

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- As the orientations of the city's historic industrial properties vary, a new building may be oriented toward the street or toward an associated parking lot/landscaped open space.

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- Where possible, provide a direct connection for pedestrians from the building to the sidewalk or associated parking lot.

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- Parking may be provided at the front, side, or rear of a building.
- Where appropriate, parking may be used as a buffer between the building and surrounding historic properties, in order to maintain the open, industrial character of the district.

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- Signage should be compatible with the scale, location, and materials of existing historic signage in the district.

Refer to the Signage section of Ch. 2 - Guidelines for the Preservation, Rehabilitation, and Restoration of Historic Resources for additional information regarding appropriate signage design.

Guidelines for New Construction in Historically Industrial Areas

Building Design Guidelines

[illegible] [illegible] b [illegible]

- Design a building to be larger in scale in order to relate to the historic industrial properties surrounding it.
- The building should retain simple, rectangular massing.

[illegible]U[illegible]

- The building's roofline should be compatible with the rooflines of adjacent historic properties, which are typically gabled or flat. A new building may be designed with a sawtooth roof or incorporate roof monitors, as seen on adjacent historic industrial properties.

U[illegible] i [illegible] [illegible]

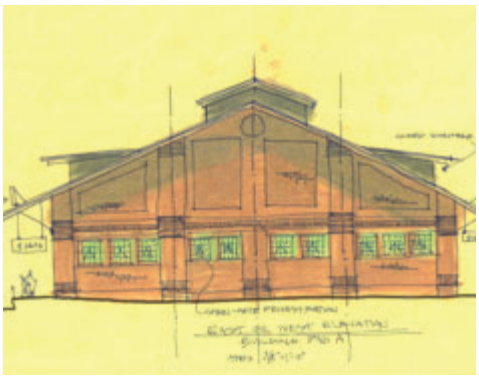
- Locate and proportion building components to reflect similar components on adjacent historic properties.
- Though a new building should reflect the utilitarian aesthetic of adjacent industrial properties, basic articulation methods, including building wall offsets, changes in material, horizontal and vertical details, and other simple architectural design elements should be employed.
- Applied ornamentation should be minimal in historically industrial areas.

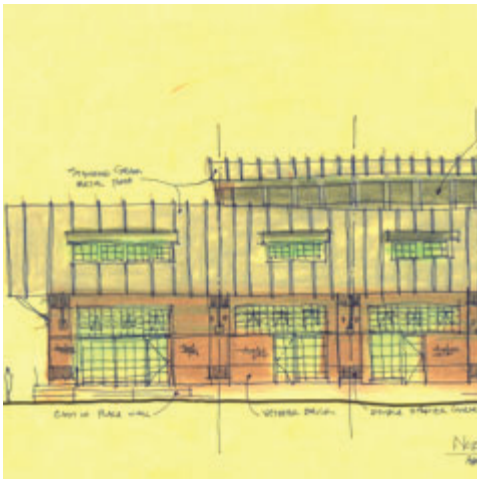
X[illegible]

- A new building's entrance should generally be understated and utilitarian in appearance, in line with the typically modest entrances of adjacent historic industrial buildings.
- An entrance may be articulated through simple architectural details, such as canopies or raised entrance platforms designed to emulate historic loading docks.

X[illegible] b [illegible]

- Use exterior materials (i.e. masonry, metal, and glass) that are compatible with the materials present in the historic district.
- Choose materials that are the same or similar in finish, texture, and overall appearance as those used on adjacent industrial buildings.





A new industrial style design for the Redlands Santa Fe Depot Historic District.

Chapter 9

Guidelines for Site and Landscape Design

Chapter Overview

Redlands' historic site and landscape features, from cut stone curbing to mature trees to estate perimeter walls, are important contributors to its architectural and aesthetic character. This chapter provides general guidelines for the preservation, maintenance, repair, replacement, and restoration of these features, organized by residential, commercial, and municipal types. It also offers specific guidelines for altering or adding to historic site and landscape features.

Use This Chapter If...

- You own a historic property and a landscaping or yard feature, such as a mailbox or walkway, is in need of repair or replacement.
- You would like to restore your building's historic landscape or yard features to match their historic design.
- Your historic landscape or site feature(s) have been altered over time, and you are interested in introducing a new design that is compatible with the historic property or historic district.

What's Inside...

Residential Site and Landscape
Commercial Site and Landscape
Municipal Site and Landscape

Residential Site and Landscape

Treatment Guidelines

This section addresses the treatment of historic residential site features. In Redlands, these features may include trees, landscaping, fences, perimeter walls, retaining walls, walkways, steps, terraces, driveways, curbs, fountains, and freestanding mailboxes and light fixtures. These features may have been constructed during the same time as their associated historic building or added to the site at an early date. Their design typically relates to the main building in style, form, material, and finish, and often reflects specific adaptation to a topographical setting. These features extend the visual continuity of the house to the street. Similar to the main building, proper treatment of site features is important to preserving the character and integrity of historic resources in Redlands. However, due to their secondary, subordinate nature, there is greater flexibility in their treatment.

Stone pillars mark a historic subdivision entrance.

An arroyo stone retaining wall defines the Garden Hill district.

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- A historic site feature is an important residential architectural component worthy of preservation.
- Preserve the location, design, scale, form, and materials of a historic site feature.
- Preserve a historic site feature's relationship with a connection to the primary building.
- Avoid demolishing a historic site feature, as it helps to convey the primary building's history.
- Prioritize the preservation of mature citrus trees and arroyo stone features, which uniquely convey the community identity of Redlands.

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- Maintain a historic site feature to prolong its life and protect investments made in its construction and repair.
- Site maintenance may include resetting stone or pavers, removing debris, pest control, low-pressure water washing, cleaning by hand, painting, protecting or other light treatments, as required.
- Landscape maintenance may include removing weeds, pruning, and watering.

Residential Site and Landscape

Treatment Guidelines

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- Repair a historic site feature when the physical condition warrants additional work.
- Repair work may include patching, splicing, consolidating, chemical cleaning, stripping and repainting, repointing or other treatments in order to repair and stabilize the historic materials or appearance. Seek the gentlest repair solution possible.
- Repair may also include selective replanting or replacement of pavers in kind; or removal of deteriorated concrete and pouring new concrete to match the adjacent context.
- All repair work should match the materials and finishes of the existing historic features as closely as possible.

Mature trees or shrubs may be historic landscape features.

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- Replace a historic site feature only when deteriorated beyond repair.
- Replacement features should be compatible with the existing historic site features in material, size, finish, and overall character.
- Use existing planting beds, paths, and holes for new features or fixtures where possible.
- New landscaping should match the original design intent, and hardscape, grading, and plantings in kind.
- Use of alternative compatible materials may be appropriate at historic site features located at the rear or secondary façades, not readily visible from the public right-of-way.

A new fence should be modest in size and appearance.

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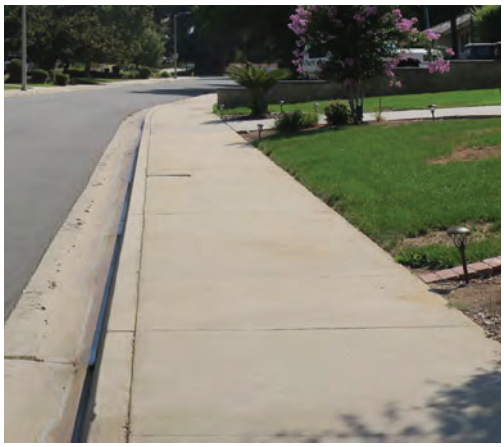
- Restore non-historic components on a site feature to their original condition.
- Restoration may include the replacement of completely missing historic site features based on physical or historic documentation, with the same materials or compatible substitutes.
- Avoid adding conjectural features that may create a false sense of history.

Maintain the proportions of historic hardscape to landscape.

Residential Site and Landscape

Treatment Guidelines

A low retaining wall painted to match the historic building is a compatible landscape alteration.



Match new concrete to adjacent concrete.

Avoid installing site features where they did not exist historically.

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- It may be appropriate to alter or construct a new site feature if the original is missing and cannot be discovered from historic documentation, or if it is required for the continued use or adaptive reuse of a property.
- New site features should be constructed in areas not readily visible from the public right-of-way, if possible.
- If an alteration or addition is required, it should be compatible in form, scale, style, and material to the overall site or similar sites in age and type, but contemporary in design so as not to create a false sense of history.
- New landscaping should protect the roots of existing mature trees.
- If new concrete sidewalk or driveway paving is required, the new concrete should match the tint, scouring pattern, and dimensions of the adjacent sidewalk and/or neighborhood context. If possible, use pervious concrete.

See the Energy Conservation and Environmental Sustainability section of Chapter 4 for more information about pervious concrete.

- Any stone curbs should be preserved or replaced in kind.
- If a new fence is required, it should be aligned with the property line and low in height so as not to obscure the existing historic building.
- The material, ornament and color of a new fence should be appropriate to the style and period of the building.

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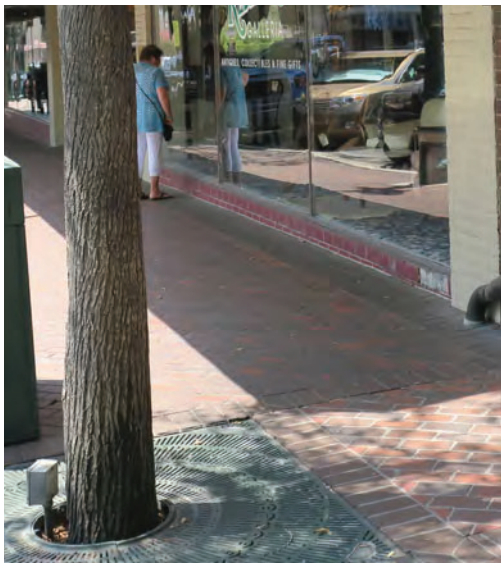
Commercial Site and Landscape

This section addresses special considerations for historic commercial site features. In Redlands, these features may include landscaping, walkways, steps, patio, railings, driveways, parking lots, alleys, and service areas. These features are typically utilitarian, as compared to decorative site features of residential buildings, and they extend the function of the commercial building into the public sphere. Proper treatment of commercial site features is important to preserving the character and integrity of historic resources in Redlands. However, due to their secondary and utilitarian nature, there is greater flexibility in their treatment.

A metal fence defines the side yard of this commercial property.



A red brick walkway gives a uniform appearance to the State Street commercial area.

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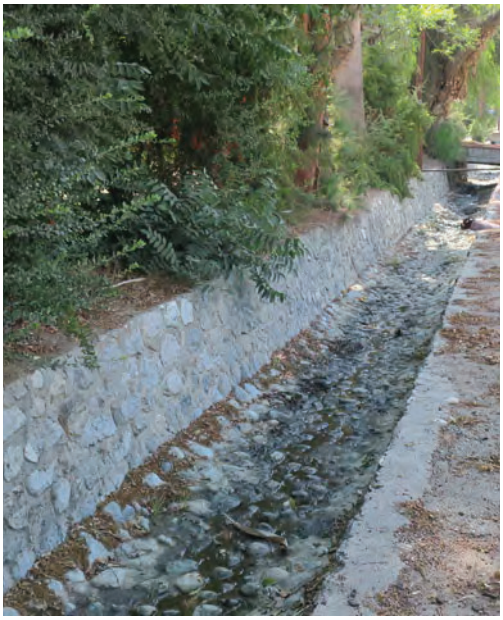
- Preserve, maintain, repair, or restore original landscaping, paving elements, or other unique site features that convey the historic use or character of the building or its surrounds.
- Utilitarian site features, such as driveways and alleyways, should remain utilitarian in character and design.
- New landscaping, paths, and driveways should be compatible with the neighborhood context. For example, commercial buildings within a predominantly residential neighborhood should adhere to residential site features, such as landscaped front yards and side driveways with rear parking.
- If new concrete sidewalk or driveway paving is required, the new concrete should match the tint, scouring pattern, and dimensions of the adjacent sidewalk and/or neighborhood context. Any stone curbs should be preserved or replaced in kind.
- If a new sidewalk, patio, or alleyway café is required, it should be set within the property line and have movable, free-standing tables and chairs, stanchions, and potted plants.
- New railings or stanchions should be metal, low in height, and transparent so as not to obscure the historic commercial building.

Municipal Site and Landscape

This section addresses special considerations for historic municipal site features. In Redlands, these features may include street trees, streetlights, concrete sidewalks, cut stone curbs, retaining walls, culverts, and canals, such as Redlands' historic zanja. These features are typically utilitarian and historically served an important function for the entire community. Proper treatment of municipal site features is important to preserving the function, character, and integrity of historic resources in Redlands.

[illegible]

- Preserve, maintain, repair, or restore original landscaping, paving elements, and stone irrigation features that convey the historic use or character of the building or community.
- New landscaping, paths, driveways, and accessory features required should be compatible with the neighborhood context.

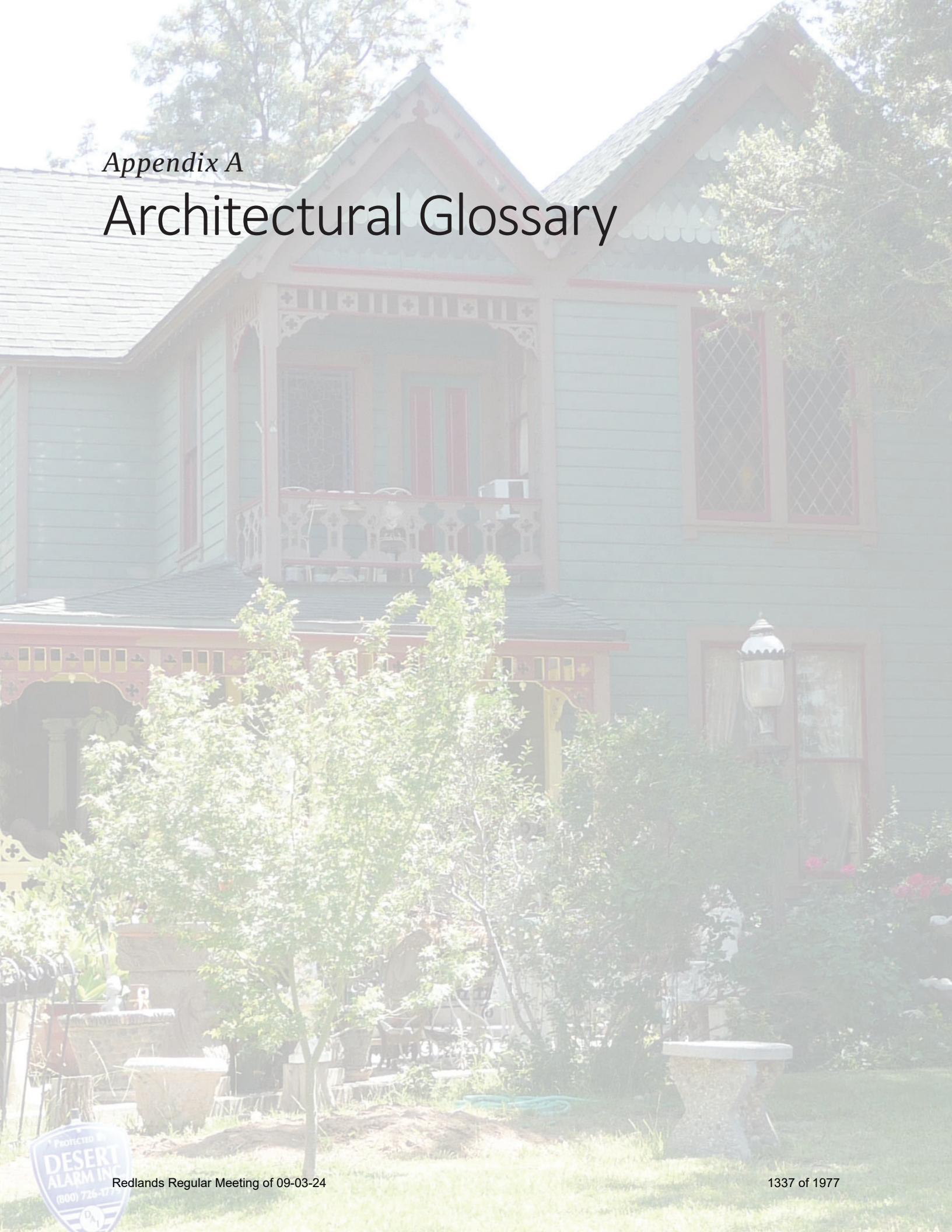


Stone-lined ditches and culverts are found throughout Redlands.

Mature trees and remnant citrus groves define portions of the city's streetscape. Note the alignment of a major corridor oriented toward a prominent mountain peak in the distance, and framed by rows of mature palm trees, which is an extant representation of the city's historic original street grid plan from the late 1800s.

Appendix A

Architectural Glossary



Architectural Glossary

Y The process of converting a building to a use other than that for which it was designed. Such a conversion may be accomplished with varying alterations to the building.

Y A passageway attached to a house defined on one side by a series of arched openings.

Y An opening which is curved at the top.

Y Large, wide shingles comprised of a rigid asbestos material used in a horizontal siding pattern as cladding for exteriors in the 1930s through the 1950s. Sometimes affixed over an earlier wood cladding.

Y A dissimilarity or imbalance among features on a building or a façade.

Y A fixed cover, typically comprised of canvas over a metal armature, that is placed over windows or doors.

U A row of thin sticks sporting balls in an alternating pattern typical in Victorian era architecture.

U An upright, often vase-shaped, support for a rail.

U A series of balusters supporting a porch or balcony railing.

U A board which finishes the edge of the roof and runs parallel to the gable face. Sometimes known as verge boards.

U A vault in the shape of an extended arch, parallel to the axis of a cylinder.

U Narrow strips of wood applied to cover the gaps between boards. Also used decoratively as a repeating vertical element.

U A parapet built with indentations for defense or decoration. Often seen on turrets, as on a medieval castle.

U A projected or recessed portion of a house. Sometimes used as a means of organizing façades and adding depth to walls.

U A window projecting outward from the main wall of a building.

U Glass with a decorative edge cut at an angle to give the pane a faceted appearance. Typically used in patterns with lead muntins.

U A type of wood cladding characterized by beveled overlapping boards with rabbeted edges.

U U Wood vertical siding composed of wide boards and narrow strips of wood (battens) that cover the seams between the boards.

U A supporting element under eaves, shelves, or other overhangs; sometimes only decorative.

U An opening or ornament formed by concentric circles or ovals; often found in Queen Anne and Colonial Revival style window and door surrounds ornamenting the corners.

G The top, decorated part of a column crowning the shaft and supporting the entablature.

G A decorative oval or scroll shape.

G A window with sash that open inward or outward from side hinges.

G G The top part of a chimney, usually a slab or cornice, that protects the chimney opening.

G A pipe placed on top of a chimney, usually of earthenware, that functions as a continuation of the flue and improves the draft.

G The covering of a wall surface.

G Overlapping horizontal boards used as siding on wood-framed houses.

G An upward extension of a single storied space used to provide windows for lighting and ventilation; usually located along a horizontal break in the roof plane.

G U Bricks that are irregular in size and shape, dark in color, and typically used during the Craftsman era.

G The end of a roof in a shape intermediate between a gable and a hip.

G A vertical wood or masonry member used in supporting a roof or entablature.

Architectural Glossary

G U Historic Preservation is an "eligible activity" under this federal grant, and funds can be used to rehabilitate, preserve, and restore historic properties. The CDBG program can also be used for special planning studies, projects, and publications which address the preservation of historic buildings.

G Features not substantiated by original photographs or original documents.

G The uppermost course of a wall, parapet, or chimney that projects beyond the wall plane and is often beveled or sloped to shed rain; a masonry cap along the top of a wall or parapet.

G A bracket or block projecting from the face of a wall that generally supports a cornice, beam or arch.

G In classical architecture, the uppermost, projecting part of an entablature; a projecting ornamental molding along the top of a house or wall.

G A small dome capping a turret or other portion of a roof.

Wood shingles cut in various shapes, such as diamond, fish scale, cut-corner and sawtooth.

A small, square, toothlike block found in a series on cornices, moldings, etc.

Criteria, locally developed, which identify local design concerns, drawn up in an effort to assist property owners to identify and maintain the character of the designated district or buildings in the process of rehabilitation and new construction.

G Simplest of the classical Greek columns with heavy fluting, no bases, and plain, saucer-shaped capitals.

A windowed projection from the slope of a roof.

A pair of superimposed wood window sash that are offset so as to slide up and down within the same frame.

Metal or tile tubing extending from a roof gutter to ground level as a means of directing rain water away from the building. The , or , segments direct the pipe toward or away from the building; the attaches the downspout to the wall; the directs water away from the foundation at the base of the conduit.

The projecting portion at the lower edge of a roof that overhangs the exterior wall.

A classical decorative molding used to trim fireplaces, doors, chimneys, and cornices.

A two-dimensional representation or drawing of an exterior face of a building.

A wood board used to define the corners of clapboarded houses.

In classical architecture, the part of a structure between the roof and the column capital, including the cornice, frieze, and architrave.

A low dormer in which the arched roof line forms a reverse curve at each end giving it the general outline of an eyebrow. May contain a window or vent.

An exterior face of a house; a drawing of a façade is referred to as an elevation.

A semicircular or fan shaped window used over a door or window with muntins that create rays.

A flat horizontal member with minimal projections such as an architrave in classical architecture.

The use of glass in a window or door.

A channel at the edge of a roof line for catching and carrying off rainwater.

The application of wood boards to house façades to simulate the appearance of a method of construction used in 16th and 17th century England in which the spaces between the vertical structural members were filled with plaster or brickwork.

A roof comprised of four or more sloping planes that all start at the same level.

Architectural Glossary

A geographically definable area possessing a significant concentration, linkage, or continuity of sites, buildings, structures or objects united historically or aesthetically by plan or physical development.

Any improvement, building, structure, landscape, sign, features, site, place or area of scientific, aesthetic, educational, cultural, architectural, or historic significance to the citizens of Anaheim.

The organized compilation of information on those properties evaluated as significant according to a historic resource survey.

A process of identifying and gathering data on a community's historic resources (including buildings, sites, structures, and districts) deserving recognition in order to provide a basis for possible official designation and help establish preservation goals and objectives. A survey includes field work; the physical search for, and recording of, historic resources on the ground as well as research, organization, and presentation of the survey data.

A large molding over a window, originally designed to direct water away from the wall; also called a drip molding.

Buildings or trees that have been designed or sized to replace missing buildings or otherwise fill gaps in the streetscape.

G **G** A style of classical column designed in ancient Greece which features a capital with volutes (large scrolled forms) at each corner.

The craft of connecting members together through the use of various types of joints.

The place where two or more structural members meet.

The center block at the top of an arch that locks the other blocks of the arch in place. Sometimes distinguished from the other blocks (or "voussoirs") in a decorative manner.

Thin strips of wood often used as a base to support the application of plaster to a wall. Not to be confused with ***lathe.***

A machine that rapidly turns a piece of wood or metal to aid in shaping it, such as that used to create decorative spindlework.

A network of crossed lath or thin strips of iron or wood, often used to create screening or ornamental construction.

Small panes of clear or colored glass held in place by lead strips used to create design.

A single, framed pane of glass within a window.

A horizontal structural member over an opening that supports the structural load above it; usually made of wood, stone, or steel.

A roof with two slopes on all four sides; the lower slope is much steeper and can have a straight, convex or concave shape; may be punctuated by small dormers.

Brick or stone set together, with or without mortar.

The placement and relative size of three-dimensional shapes that comprise a building.

Y Created by California state legislation in 1972, the Mills Act allows cities to enter into contract with owners of historic buildings to provide the incentive of reduced property taxes in exchange for the continued preservation of the property.

A continuous decorative band that is either carved into or applied to a surface.

The vertical dividing pieces between a group of windows or sash.

Architectural Glossary

A window glazed with multiple pieces of glass usually arranged in a grid-like pattern and divided by thin, wood members called muntins.

A small, slender wood or metal member which separates the panes of glass in a window.

The official Federal list of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture. National Register properties have significance to the prehistory and history of their community, State, or the Nation. The register is administered by the National Park Service. Properties listed in the National Register must possess significance and integrity. Significance is assessed according to the National Register Criteria for Evaluation (see above). Generally, properties must be 50 years of age or more to be considered for the National Register.

The lower edge of an overhanging roof where the rafters are exposed and can be seen from below.

A bay window that projects from the main wall of the building but does not reach the ground; usually supported by brackets or corbels.

The extension of a roof beyond the edge of a supporting wall or column.

A three-part window with a top arched center window and long, narrow rectangular windows on either side.

A low, solid protective wall along the edge of a roof or balcony.

A triangular gable end defined by any molding or trim at the edge of a gabled roof and the horizontal line at the eaves.

A structure consisting of posts supporting an open roof in the form of a trellis.

A stout column or pillar.

A flat rectangular column attached to the face of a building.

The slope of a roof expressed in terms of ratio of height to span.

A covered entrance or semi-enclosed space projecting from the façade of a building, most often open sided.

The principal entry of a structure.

G A covered porch over a driveway, large enough to let a vehicle pass through.

A large porch, usually with a pediment roof supported by columns.

The retention of valuable existing elements of a building.

Distinctive style of flat-roofed stucco structures taken from the Pueblo tribes of the Southwest.

A horizontal structural member parallel to the ridge, supporting the rafters. Can extend out from the gable end.

An ornamental shape, usually recessed or cut out, of four equal lobes with a petal-like appearance; often seen in Gothic architecture.

Heavy blocks of stone or brick forming a unique design to accentuate the corners of a building.

Part of a wood roof frame, extending from the ridge to the eaves.

Returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

The redesign of a building such that the basic characteristics may be severely altered in order to create a “modern” look or a change in style.

Architectural Glossary

The introduction of new elements such as modern plumbing and mechanical systems in the context of rehabilitation.

Accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.

The use of a building for a purpose other than that for which it was originally designed.

The vertical side of a doorway or window frame where it meets the adjacent wall surface.

Any of a number of architectural styles that adapt recognizable decorative features and forms of earlier historical styles for simplified use in contemporary buildings. This mode was popular in twentieth century American architecture particularly in the 1920s through the 1940s, and includes styles such as Italian Renaissance Revival, Spanish Colonial Revival, Colonial Revival, Gothic Revival, Tudor Revival, etc.

The horizontal line formed where the tops of two roof surfaces meet.

U The topmost horizontal member of a roof frame into which the upper ends of the rafters are fastened.

Distinctive large rounded and multi colored stones taken from river beds used extensively on foundations, porches and piers during the Craftsman era.

A house form, one-and-a-half or two-stories in height, characterized by a roof with a shorter slope in front and a longer slope in back, extending close to the ground.

A separate moving or fixed part of the window in which the glass is set.

Decorative embellishments appearing in the 1880s (in the Queen Anne style) cut with a saw and applied to the exterior face.

Standards developed by the Secretary of the Interior to assist the longterm preservation of a property's significance through the preservation of historic materials and features. The Standards pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and interior of the buildings as well as related landscape features and the environment of the building site. Many state and local municipalities use the Standards for reviewing preservation projects. The Standards are also used by the State Office of Historic Preservation in determining whether a rehabilitation qualifies as a "certified rehabilitation" for federal tax purposes. See page 19.

Any thick hand-split shingle or clapboard formed by splitting a short log into tapered radial sections along the grain.

The covering of a wall surface or roof base material.

A single-slope roof as seen on a lean-to.

A roofing unit of wood, asphalt material, slate, tile, concrete, asbestos cement, or other material cut to stock lengths, widths, and thickness.

Early siding consisting of wide horizontal boards with "u" or "v" shaped grooves between them.

A wood or metal window covering on the exterior of a building that closes to protect a window behind it; usually in pairs flanking a window opening, and often used as a decorative and/or non-functional feature.

Long narrow windows on each side of a door or larger window. Often contain decorative glass.

The covering of an exterior wall surface.

The exterior horizontal member on which a window frame rests.

The finished underside of an eave.

The vertical member of a step under the tread, i.e., the front of a step.

The long, sloping side boards of a staircase that support the ends of the risers and treads.

The horizontal member of a stair step, i.e., the top of a step.

Architectural Glossary

U G UG Designed to protect the state's architectural heritage by recognizing the unique construction problems inherent in historic buildings, and provide alternative building regulations for the rehabilitation, preservation, restoration, or relocation of designated historic buildings. SHBC regulations are intended to facilitate restoration or accommodate change of occupancy while preserving a historic building's original architectural elements and features. The code also addresses occupant safety, encourages energy conservation, provides a cost-effective approach to preservation, and facilitates accessibility issues.

Responsible for administering preservation programs set up by federal and state law. Each state has such an office, established by the National Historic Preservation Act of 1966, headed by the State Historic Preservation Officer (SHPO) who is appointed by the governor. California is also served by the State Historical Resources Commission (SHRC), a group of qualified citizens which is also appointed by the governor.

An exterior finish of varying texture, composed of Portland cement, lime, and sand mixed with water.

A draping ornamental garland depicting some combination of leaves, fruit, or flowers, often in plaster or carved wood, featured in relief on a flat surface such as a fireplace mantel or entablature.

An arrangement of forms or features in which both sides are the same, or very well-balanced, on either side of a central dividing line.

G A fine grained, brown-red fired clay used for roof tiles and decorations; literally, cooked earth.

A fixed or operable window above a door or window.

A design of three lobes, similar to a cloverleaf.

The procedure by which a wood baluster or porch support is given a decorative shape by a carpenter.

A small, slender tower usually at the corner of a building, often containing a circular staircase.

A roofed open gallery or porch, sometimes extending around two sides of a building.

A common or generic mode of building that relies on local materials and forms, created without the aid of architects or other design professionals.

A small foyer leading into a larger space.

Spaced wooden beams used to support the roof of a pueblo structure, usually project through the outer walls. Modern use on Territorial style designs (which resemble the Mediterranean Revival) is usually ornamental.

Any portion of a historic resource that is visible from the public street or sidewalk immediately adjacent to the property.

A small wall extending from the main portion of a building, often with a gate or small archway set into it.

G A cone-shaped tower roof.

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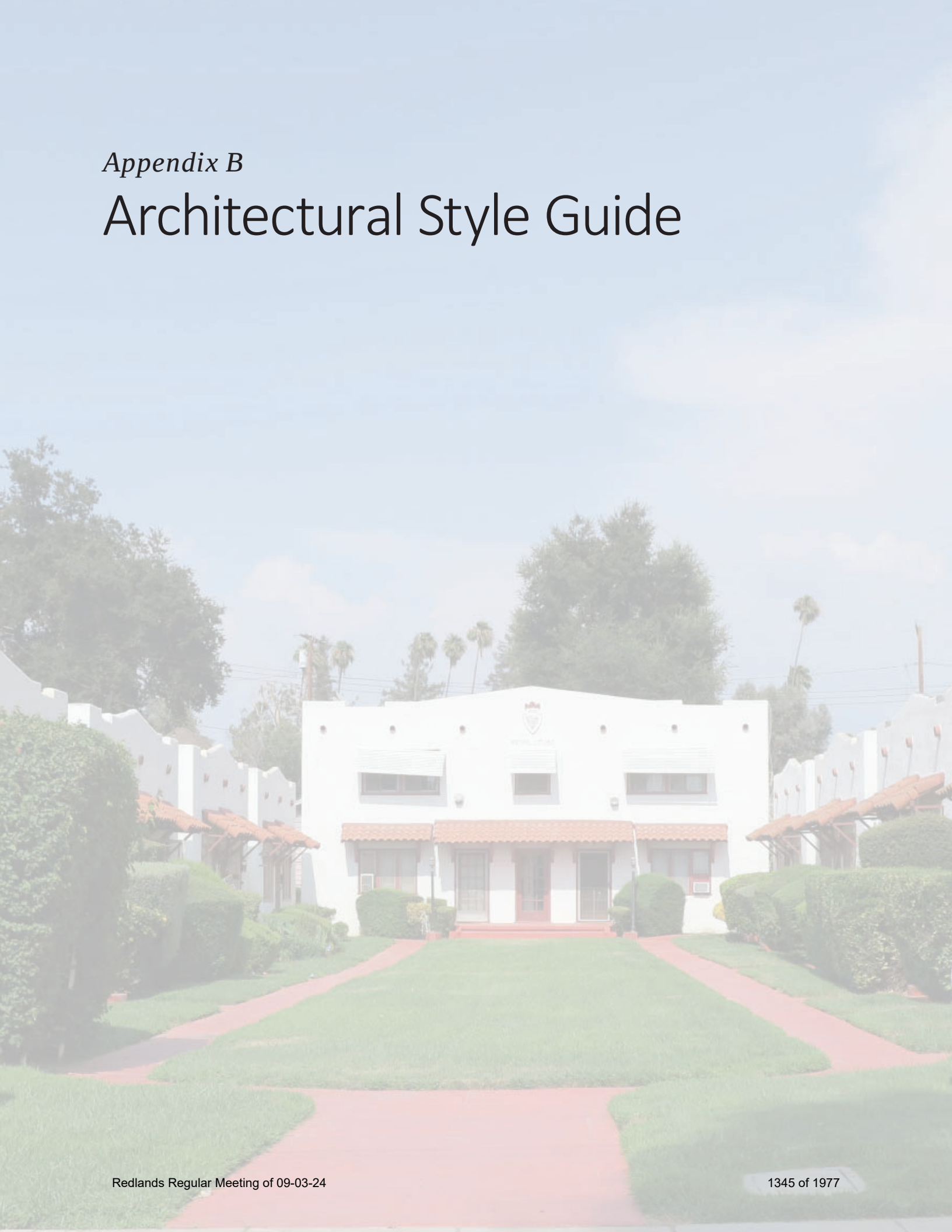
Appendix B

Architectural Style Guide



Appendix Overview

This Appendix provides a brief overview of the historic architectural styles known to exist in Redlands, and lists the common character-defining features of each style. This guide to architectural styles is broadly applicable to designated and undesignated properties alike.

Use this Appendix If...

- You are wondering what your historic building's architectural style is.
- You are undertaking a rehabilitation or restoration of your historic building and need to know which features are original and characteristic of the style, and which are not.
- You are designing a new building within a historic district and need guidance on making the new style and features compatible with the historic architectural styles in the district.

What's Inside...

Victorian-era Architecture
- Second Empire
- Eastlake/Stick
- Queen Anne
- Vernacular Types

Arts and Crafts Movement
- Craftsman
- American Foursquare/Classic Box
- Shingle
- Stone Buildings

Period Revival
- Mission Revival
- Spanish Colonial Revival
- Mediterranean Revival
- Pueblo Revival
- Classical Revival
- Tudor Revival
- French Revival/Chateauesque
- American Colonial Revival
- Exotic Revival

Modernism
- Art Deco
- Moderne
- Mid-Century Modern
- Late Modern

Ranch
- Traditional Ranch
- Contemporary Ranch

Victorian-Era Architecture

Introduction

Victorian-era architecture became popular in the United States during the 1860s when new advances in construction (i.e. the creation of the lighter wood "balloon" framing, and wire nails) allowed for more complicated building forms. Victorian styles reflect these changes through their extravagant detailing an complex volumes. Victorian-era architecture was further popularized during the Centennial celebrations of 1876, becoming the dominant architectural idiom of the 20th century. Victorian architecture is loosely derived from medieval prototypes, typically featuring multi-colored or multi-textured walls, steeply pitched roofs, and asymmetrical façades. By the turn of the century, Victorian styles had moved out of favor, replaced with America's first truly modern styles, Craftsman and Prairie.

Second Empire

The Second Empire style is rooted in the reign of Napoleon III from 1852 to 1870, reflecting Paris' late 19th century redevelopment into a city of wide avenues and monumental buildings. This reconstruction of a formerly medieval city was very influential on architectural design in Europe and the United States, particularly on institutional designs. Intended to exude a feel of stability and wealth, the Second Empire style is marked by mansard rooflines; heights of two stories or more; cladding of brick, stone, or wood; and decorative details like stickwork, ornamented trim, and pilasters.

Common character-defining features of the Second Empire style include:

- Usually two stories in height
- Simple rectangular building forms
- Shiplap exteriors, sometimes with fish scale shingles below the Mansard roof
- Mansard roofs with high pitched surfaces, sometimes with cupolas
- Eastlake detailing on symmetrical front porches
- Double-hung windows, sometimes with hoods or pediments

Victorian-Era Architecture

Eastlake Stick

The Eastlake or Stick style emerged in the 1860s as a transitional style combining elements of the earlier Gothic Revival style and the subsequent Queen Anne style. The style was influenced by the Picturesque Gothic ideals of Andrew Jackson Downing and popularized through pattern books in the 1860s and '70s. The architectural idiom is largely defined by its decorative details, including multi-textured wall surfaces, horizontal, vertical, and diagonal stickwork, embellished trusses, brackets, and ornamented trim. Eastlake/Stick architecture was rapidly replaced by the Queen Anne style in the 1880s, which was far more influential and widespread.

Common character-defining features of the Eastlake/Stick style include:

- Steeply pitched gable roofs, typically with cross gables
- Overhanging eaves, often with exposed rater tails
- Embellished truss detailing
- Brackets (in town house examples of the style)
- Multi-textured, patterned wood cladding
- Horizontal, vertical, and diagonal stickwork detailing applied to wall surfaces

Victorian-Era Architecture

ueen Anne

The Queen Anne style is a late example of Victorian-era architecture that emerged in the United States in the late 1870s. Pattern books and pre-cut architectural details helped to disseminate the style across the country. Queen Anne architecture is characterized by steeply-pitched roofs, complex and asymmetrical building volumes, partial or full-width porches, textured shingles, and decorative spindlework.

Common character-defining features of the Queen Anne style include:

- Two stories in height
- Complex building volumes and asymmetrical façades
- Steeply-pitched roofs of irregular shape
- Dominant front-facing gables
- Patterned wood shingles
- Partial or full-width porches
- Single-pane double-hung wood sash windows
- Decorative spindlework and half-timbering

Victorian-Era Architecture

ernacular Types

From the 1870s to the early 1900s, a number of vernacular building styles applied much-simplified elements of more opulent Victorian styles like Queen Anne to modest one-story cottages. These dwellings typically had complex rooflines dominated by either a gable or hipped primary roof, and some adopted features popular in the Arts and Crafts era as well as some basic characteristics of the Queen Anne style. Partial-width or full-width porches are very common features of vernacular Victorian-era buildings. Modest in size and appearance, these dwellings were popular in Redlands at the turn of the 20th century.

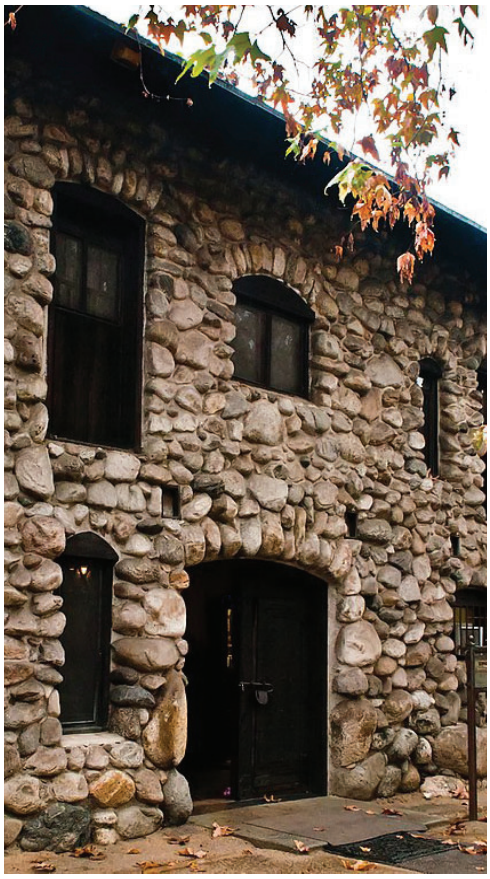
Common character-defining features of vernacular Victorian-era architecture include:

- One or one-and-a-half stories
- Box-like shape
- Hipped or gable roof, with or without central dormer
- Wide overhanging eaves, often boxed
- Wood clapboard siding
- Partial or full-width porches
- Single-pane double-hung wood sash windows

Redlands Regular Meeting of 09-03-24
1350 of 1977

Arts and Crafts Movement

Introduction



The Arts and Crafts movement emerged in England as a reaction against the materialism brought about by the Industrial Revolution. Led by English designer William Morris, the movement focused on simplicity of form, direct response to site, informal character, and extensive use of natural materials. At the turn of the 20th century, the Arts and Crafts movement had made its way to North America and gained popularity through the efforts of Elbert Hubbard and Gustav Stickley, as well as other designers, architects, and builders who advocated the ideals set forth by Morris. The Arroyo Seco, a valley stretching from the San Gabriel Mountains above Pasadena through northeast Los Angeles, became a major center of the Arts and Crafts movement in the United States. Charles Fletcher Lummis and George Wharton James, along with artists and architects such as William Lees Judson, Frederick Roehrig, and Sumner Hunt, contributed to the development of the Arroyo Culture, the regional manifestation of the Arts and Crafts movement in Southern California.

The Arts and Crafts movement was popularized throughout Southern California by Pasadena-based brothers Charles and Henry Greene, whose interest in Japanese wooden architecture, training in the manual arts, and knowledge of the English Arts and Crafts movement helped to develop regional Arts and Crafts styles. The styles were then applied to a range of residential property types, from modest one-story “bungalows” to grand two-and-a-half story houses.

Arts and Crafts Movement

Craftsman

The Craftsman style is largely a California phenomenon that evolved out of the Arts and Crafts movement at the turn of the 20th century, a time during which Southern California was experiencing tremendous growth in population, expansion of homeownership, and new aesthetic choices. Craftsman architecture combines Swiss and Japanese elements with the artistic values of the Arts and Crafts movement. The style began to lose popularity in the 1920s with the emergence of Period Revival styles.

Common character-defining features of the Craftsman style include:

- One or two stories in height
- Building forms that respond to the site
- Low-pitched gabled roofs
- Broad, overhanging eaves with exposed structural members such as rafter tails, knee braces, and king posts
- Shingled exteriors (occasionally clapboard or stucco)
- Broad front entry porches of half- or full-width, with square or battered columns
- Extensive use of natural materials for columns, chimneys, retaining walls, and landscape features
- Casement windows situated into groups
- If the Airplane variation of Craftsman, then has a "pop-up" second story
- If Japanese-influenced, then may have multi-gabled roofs or gables that peak at the apex and flare at the ends.
- If Chalet-influenced, then may have single, rectangular building forms, front-facing gabled roofs, second-story balconies, and flat balusters with decorative cutouts or decorative brackets and bargeboards.

Arts and Crafts Movement

American ours uare Classic Box

The American Foursquare/Classic Box style is an early, fairly modest style of the Arts and Crafts movement. It was used widely across the United States, including in Southern California, due to its practicality and ease of construction made possible by pattern books and mail order house catalogs at the turn of the century. The style is characterized by its box-like form, two- to two-and-a-half-story height, and lack of ornate detail.

Common character-defining features of the American Foursquare/Classic Box style include:

- Two stories in height
- Simple, rectangular building forms
- Clapboard exteriors (occasionally shingle or stucco)
- Low-pitched hipped roofs
- Large centrally located hipped dormers
- Substantial front porches
- Double-hung sash windows

Arts and Crafts Movement

Shingle

The Shingle style is an early style of the Arts and Crafts movement, reflecting some carryover from Victorian styles like Queen Anne and Eastlake/Stick. As its name suggests, it is characterized by the covering of all or nearly all of a building with wood shingles stained a single color, reflecting the natural aesthetic of Arts and Crafts. Shingle-style buildings are typically two stories in height, though smaller examples are sometimes found, and have asymmetrical façades, steeply pitched roofs, and large porches. They often incorporate Craftsman-style elements like exposed rafter tails and wood brackets.

Common character-defining features of the Shingle style include:

- Asymmetrical façades and roof forms
- Complex cross-gables and front-facing gables
- Occasional use of gambrel roof
- Clad with stained shingles in natural tones
- Simple eaves
- Rough-hewn stone foundations and porch supports
- Rectangular, grouped, double-hung windows

Arts and Crafts Movement

Stone Buildings

As the Arts and Crafts movement emphasized natural materials, several of its related architectural styles incorporate natural stone (both unmodified arroyo stone and cut stone) as a common feature. Stone buildings are clad entirely in stone, typically unmodified arroyo stone as seen in groupings adjacent to arroyos and washes; buildings clad in a mix of stone types or entirely in cut stone are less common but still representative examples of this Arts and Crafts-related idiom. These buildings often took a long time to construct and reflected eclectic design influences as well as the idiosyncrasies of the builder; some have distinctive vernacular/folk art elements.

Common character-defining features of the Stone Buildings style include:

- One or two stories in height
- Elevations clad fully with natural and/or cut stone
- Hipped or gabled roofs with overhanging eaves
- Small, recessed window openings

Period Revival

Introduction

By the late 1910s, Period Revival architecture prevailed throughout Southern California. A range of styles associated with Europe and Colonial America inspired Period Revival architecture in the early 20th century. These styles remained a popular choice for residential design through the late 1930s and early 1940s. By World War II, Period Revival architecture had largely given way to styles such as Minimal Traditional and Mid-Century Modern, which were more pared down and embraced more contemporary materials in lieu of references to the past.

Mission Revival

The Mission Revival style, which some consider the first indigenous architectural mode developed after California became part of the United States, was made popular in the Southwest through its use in the design of hotels and stations constructed for the Santa Fe and Southern Pacific Railroad companies. Though a prevalent style for civic architecture in Southern California in the early 20th century and a particularly prominent style in Redlands buildings of the period, the style lost popularity after the 1915 Panama-California Exposition and the emerging dominance of Spanish Colonial Revival architecture.

Common character-defining features of the Mission Revival style include:

- One or more stories in height
- Horizontal emphasis
- Hipped, tile-covered roofs
- Projecting eaves supported by exposed rafters
- Stucco exterior
- Espadañas, bell towers, and domes
- Rounded arches and arcades
- Impost moldings and continuous stringcourses around openings
- Verandas, patios, and courtyards
- Buttresses, especially at building corners
- General lack of ornamentation or use of Moorish-inspired decoration

Period Revival

Spanish Colonial Revival

Spanish Colonial Revival architecture gained widespread popularity throughout Southern California after the 1915 Panama-California Exposition in San Diego. The exposition's buildings were designed by architect Bertram Grosvenor Goodhue, who wished to go beyond the popular Mission architectural interpretations of the state's colonial past and highlight the richness of Spanish precedents found throughout Latin America. The exposition prompted other designers to look directly to Spain for architectural inspiration. The Spanish Colonial Revival style was an attempt to create a "native" California architectural style that drew upon and romanticized the state's colonial past.

The popularity of the Spanish Colonial Revival style coincided with Southern California's population boom of the 1920s. The versatility of the style, allowing for builders and architects to construct buildings as simple or as lavish as money would permit, helped to further spread its popularity throughout the region. The style's adaptability also lent its application to a variety of building types, including single- and multi-family residences, commercial properties, and institutional buildings. Spanish Colonial Revival architecture often borrowed from other styles such as Churrigueresque, Italian Villa Revival, Gothic Revival, Moorish Revival, or Art Deco. The style is characterized by its complex building forms, stucco-clad wall surfaces, and clay tile roofs. The Spanish Colonial Revival style remained popular through the 1930s, with later versions simpler in form and ornamentation.

Character-defining features of Spanish Colonial Revival architecture include:

- Complex massing and asymmetrical façades
- Incorporation of patios, courtyards, loggias, or covered porches and/or balconies
- Low-pitched gable or hipped roofs with clay tile roofing
- Coved, molded, or wood-bracketed eaves
- Towers or turrets
- Stucco wall cladding
- Arched window and door openings
- Single and paired multi-paned windows (predominantly casement)
- Decorative stucco or tile vents
- Use of secondary materials, including wrought iron, wood, cast stone, terra cotta, and polychromatic tile.

Period Revival

Mediterranean Revival

Mediterranean Revival architecture became increasingly prevalent in Southern California during the 1920s, largely because of California's identification with the region as having a similar climate, and the popularity of Mediterranean-inspired resorts along the Southern California coast. Loosely based on 16th century Italian villas, the style is formal in massing, with symmetrical façades and grand accentuated entrances.

Common character-defining features of the Mediterranean Revival style include:

- Two stores in height
- Rectangular plan
- Symmetrical façade
- Dominant first story, with grand entrances and larger fenestration than upper stories
- Low-pitched hipped roofs with clay tile roofing
- Boxed eaves with carved brackets
- Stucco exteriors
- Entrance porches
- Arched entryways and window openings
- Decorative wrought iron elements
- Eclectic combination of stylistic features from several countries of the Mediterranean

Period Revival

Pueblo Revival

Pueblo Revival architecture evolved out of California at the turn of the 20th century. The style drew from flat-roofed iterations of Spanish Colonial Revival architecture and Native American pueblos. Pueblo Revival buildings are characterized by their flat roofs with parapets, projecting wooden roof beams (vigas) that extend through walls, and stucco wall surfaces. As with many Period Revival styles, the architectural idiom reached its height in popularity during the 1920s and '30s in Southern California.

Common character-defining features of Pueblo Revival architecture include:

- One story in height
- Flat roofs with parapets
- Stepped-back roof line
- Irregular stuccoed wall surfaces, often earth colored
- Rough-hewn vigas (roof beams)
- Rough-hewn window lintels and porch supports

Period Revival

Classical Revival

The Classical Revival style, which includes the variants of Neoclassical Revival, Beaux Arts and Greek Revival, was very popular across the United States from the turn of the century well into the 1920s. The resurgence of interest in Classical Revival architecture is often attributed to the City Beautiful movement as popularized at the 1893 World Columbian Exposition in Chicago. This style is characterized by symmetrical façades, columns, and pediments on buildings that are usually two stories in height.

Common character-defining features of the Classical Revival style include:

- Massive symmetrical and rectilinear form
- Low pitched roof
- Decorative dentils along eaves
- Triangular pediments supported by classic columns
- Large rectangular windows, usually arranged singularly
- Decorative plaster elements
- Masonry walls
- Color schemes indicative of stone and masonry construction

Period Revival

Tudor Revival

The Tudor Revival style was loosely based on a variety of Medieval and 16th- 17th century English building traditions, ranging from thatched-roof Tudor cottages to grandiose Elizabethan and Jacobean manor houses. The first Tudor Revival-style houses appeared in the United States at the end of the 19th century. These houses were typically elaborate and architect-designed. Much like other Period Revival styles, Tudor Revival architecture became extremely popular during the 1920s population boom in Southern California. Masonry veneering techniques of the 1920s and '30s helped to further disseminate the style, as even modest houses could afford to mimic the brick and stone exteriors of traditional English designs.

Tudor Revival architecture is characterized by its asymmetry, steeply-pitched gable roofs, decorative half-timbering, and prominent chimneys. High style examples are typically two to three stories in height and may exhibit leaded glass diamond-paned windows and slate roof shingles. The popularity of the Tudor Revival style waned during the Great Depression as less ornate building designs prevailed. Although the style continued to be used through the 1930s, later interpretations of Tudor Revival architecture were much simpler in terms of form and design.

Character-defining features of Tudor Revival architecture include:

- Irregular massing and asymmetrical façades
- Steeply-pitched gable roofs with a prominent front-facing gable and slate, wood shingle, or composition shingle roofing
- Rolled, pointed, and/or flared eaves, sometimes with exposed rafter tails
- Prominent chimneys
- Brick, stone, or stucco wall cladding
- Decorative half-timbering
- Entrance vestibules with arched openings
- Multi-paned casement windows that are tall, narrow, and typically arranged in groups

Period Revival

rench Revival Chateaues ue

A variety of architectural styles inspired by various periods of French architecture appeared in the United States during the 1910s. During the 1920s population boom in Southern California, the French Revival style was commonly applied to single-family residences as well as multi-family apartment buildings. Earlier examples were typically more eclectic and ornate than refined versions that developed later. Chateauesque variants commonly have pronounced corner turrets, a more vertical orientation, and more elaborate detailing

Character-defining features of French Revival/Chateauesque architecture include:

- One or two stories in height
- Steeply-pitched, hipped roofs
- Eaves commonly flared upward
- Towers or turrets
- Massive chimneys
- Stucco, stone, or brick exteriors
- Casement or double-hung sash windows
- French doors
- Range of architectural detailing including quoins, pediments, and pilasters

Period Revival

American Colonial Revival

American Colonial Revival architecture experienced a resurgence during the 1920s population boom in Southern California. The style used elements from a variety of earlier classically-based architectural modes, including Neoclassical, Federal, and Georgian. Early examples of the style were typically single-family residences. By the 1930s and early 1940s, the style was often employed in the design of multi-family residential and small-scale commercial properties as well.

Common character-defining features of the American Colonial Revival style include:

- Typically one or two stories in height
- Simple building forms
- Symmetrical façades
- Hipped or gable roofs, typically with boxed eaves
- May display multiple roof dormers
- Clapboard or brick exteriors
- Multi-paned double-hung sash windows that are often paired
- Entryways accentuated with classical detailing
- Paneled front door, sometimes with sidelights and transom or fanlight
- Details may include pediments, columns or pilasters, and fixed shutters

Period Revival

Exotic Revival

Exotic Revival architecture emerged in the United States as early as the 1830s and was patterned after similar movements occurring in 19th-century Europe. The architectural idiom, which includes subsets such as Egyptian Revival and Moorish Revival, experienced a resurgence in Southern California in the 1910s and '20s, largely due to popular media, accessibility of travel, and archaeological investigation. The resurgence of the style was typically more flamboyant and expressive than in the 19th century, and more often applied to grander, large-scale civic buildings as well as new building types like movie theaters and skyscrapers. Popularity of the style waned in the 1930s, when a more minimalist, austere approach to architecture took hold during the Great Depression.

Typical character-defining features of the Exotic Revival style include:

- Courtyards
- Masonry or stucco cladding
- Window openings embellished with corbels, decorative crowns, or grillwork
- Geometric decorative elements
- Flat or low-pitched roofs in Egyptian examples
- Thick columns or pilasters in Egyptian examples
- Arched openings, domes, and minarets in Moorish examples

Modernism

Introduction

Modernism is an umbrella term that is used to describe a mélange of architectural styles and schools of design that were introduced in the early 20th century, honed in the interwar years, and ultimately came to dominate the American architectural scene in the decades following World War II. The tenets of Modernism are diverse, but in the most general sense the movement eschewed past traditions in favor of an architectural paradigm that was more progressive and receptive to technological advances and the modernization of society. It sought to use contemporary materials and building technologies in a manner that prioritized function over form and embraced the "authenticity" of a building's requisite elements. Modernism, then, sharply contrasted with the Period Revival movement that dominated the American architecture scene in years past, as the latter had relied wholly on historical sources for inspiration.

Modernism is rooted in European architectural developments that made their debut in the 1920s and coalesced into what became known as the International style. Championed by some of the most progressive architects of the era – including Le Corbusier of France, and Walter Gropius and Mies van der Rohe of Germany – the International style took new building materials such as iron, steel, glass, and concrete and fashioned them into functional buildings for the masses. These ideas were introduced to Southern California in the 1920s upon the emigration of Austrian architects Richard Neutra and Rudolph Schindler. Neutra and Schindler each took the "machine-like" aesthetic of the International style and adapted it to the Southern California context through groundbreaking residential designs. While Neutra and Schindler were indisputably pioneers in the rise of Southern California Modernism, it should be noted that their contributions dovetailed with the work of figures such as Frank Lloyd Wright and Irving Gill, both of whom had experimented with creating a Modern aesthetic derived from regional sources.

Prior to World War II, Modernism was very much a fringe movement that was relegated to the sidelines as Period Revival styles and other traditional idioms prevailed. Its expression was limited to a small number of custom residences and the occasional low-scale commercial building. However, Americans' perception of Modern architecture had undergone a dramatic shift by the end of World War II. An unprecedented demand for new, quality housing after the war prodded architects and developers to embrace archetypes that were pared down and replicable on a mass scale. As a whole, Americans also gravitated toward an aesthetic that embraced modernity and looked to the future – rather than to the past – for inspiration, an idea that was popularized by John Entenza's Arts and Architecture magazine and its highly influential Case Study House program. Modern architecture remained popular for the entirety of the postwar era, with derivatives of the movement persisting well into the 1970s.

Modernism

Art Deco

The Art Deco style emerged in the United States in the 1920s, inspired primarily by Eliel Saarinen's 1922 unrealized design for the Chicago Tribune building and the 1925 *Exposition Internationale des Arts Décoratifs et Industriels Modernes* in Paris. Considered the first major style to consciously reject historical precedents (unlike its Period Revival counterparts), Art Deco drew on the industry of the Machine Age for designs applicable to anything from jewelry to skyscrapers. The style enjoyed an intense but relatively brief period of popularity in Southern California, from the late 1920s until the late 30s. In Redlands, the style was primarily employed in commercial and institutional buildings, although some residential examples may exist.

Art Deco is characterized by its vertical emphasis (enhanced by elements like fluted pilasters, stepped towers, piers, and spires), flat roofs with parapets, steel fixed or casement windows, and smooth wall surfaces (typically stucco). Despite Modern tendencies, the style also embraced ornamentation that was uninhibited and extravagant. Decoration included highly stylized, geometric motifs such as zigzags, chevrons, spirals, steps, ziggurats, and pyramids. Ornate metalwork and bold colors were highlights of the style. Ornamentation also depicted motifs found in ancient mythology and indigenous cultures, as well as local flora, fauna and natural features; the latter is commonly seen in Southern California-inspired imagery such as sunbursts, seashells, foliation, and scenes of paradise. The vibrant, exhilarating images that resulted reflected a society that was very much living in the moment.

Typical character-defining features of the Art Deco style include:

- Emphasis on verticality, with elements like towers, piers, spires, and fluster pilasters
- Smooth wall surfaces, such as stucco
- Flat roof, often with shaped or stepped parapets, vertical projections, or towers
- Zigzags, chevrons, natural imagery, and other stylized and geometric motifs as decorative elements on façade
- Metal windows, often fixed sash and casement

Modernism

Moderne

Moderne architecture, commonly reflected in the sub-styles of Streamline Moderne, PWA Moderne, or, in its later iterations, Late Moderne, materialized during the Great Depression when the highly-stylized Art Deco mode had become perceived as excessive and overly flamboyant. The architectural mode was relatively inexpensive to build due to its lack of ornamentation and use of less labor-intensive building materials such as concrete and plaster. Inspired by the industrial designs of the time, the Moderne style was popular throughout the country in the late 1930s and continued to be applied, primarily to commercial and institutional buildings, through the mid-1940s. Moderne architecture is characterized by its sleek, aerodynamic form and horizontal emphasis.

Character-defining features of Moderne architecture include:

- Horizontal emphasis
- Flat roofs with parapets
- Smooth, typically stucco wall surfaces
- Curved wall surfaces
- Steel fixed or casement windows, sometimes located at corners
- Horizontal moldings (speedlines)

Modernism

Mid-Century Modern

In Southern California, Mid-Century Modern architecture was prevalent between the mid-1940s and mid-1970s. While the style was a favorite among some of Southern California's most influential architects, its minimal ornamentation and simple open floor plans lent itself to the mass-produced housing developments of the postwar period. Mid-Century Modern architecture typically incorporated standardized and prefabricated materials that also proved well-suited to mass production. Subsets of the Mid-Century Modern style include Googie, which is a highly exaggerated, futuristic aesthetic, typically employing upswept or folded plate roofs, curvaceous, geometric volumes, and neon signage, and Mimetic, which is characterized by its application of objects or forms that resemble something other than a building. The Mid-Century Modern style and its subsets were broadly applied to a wide variety of property types ranging from residential subdivisions and commercial buildings to churches and public schools.

Common characteristics of Mid-Century Modern architecture include horizontal massing, open floor plans, wide overhanging eaves, large expanses of glass, exposed structural members, and dramatic rooflines (including A-frames).

Character-defining features of Mid-Century Modern architecture include:

- Horizontal massing
- Expressed post-and-beam construction ,typically in wood or steel
- Flat or low-pitched roofs
- Wide overhanging eaves
- Horizontal elements such as fascias that cap the front edge of the flat roofs or parapets
- Stucco wall cladding at times used in combination with other textural elements, such as brick, clapboard, or concrete block
- Aluminum windows grouped within horizontal frames
- Oversized decorative elements or decorative face-mounted light fixtures

Modernism

Late Modern

Late Modern is a blanket term that is used to describe an iteration of Modern architecture that came of age between the mid-1950s and 1970s. Compared to their Mid-Century Modern predecessors, which stressed simplicity and authenticity, Late Modern buildings exhibited a more sculptural quality that included bold geometric forms, uniform glass skins on concrete surfaces, and sometimes a heightened expression of structure and system. Subsets of the Late Modern style include New Formalism, which integrates classical elements and proportions, and Brutalism, which typically features exposed, raw concrete (béton brut) and an expression of structural materials and forms. Late Modern architecture was almost always applied to commercial and institutional buildings and is associated with such noted architects as Marcel Breuer, Philip Johnson, and Cesar Pelli.

Character-defining features of Late Modern architecture include:

- Bold geometric volumes
- Modular design dictated by structural framing and glazing
- Unrelieved wall surfaces of glass, metal, concrete, or tile
- Unpainted, exposed concrete surfaces
- Unapparent door and window openings incorporated into exterior cladding or treated exterior form
- Minimal ornamentation

Ranch

Introduction

Ranch style architecture first appeared in Southern California in the 1930s. Inspired by the Spanish and Mexican-era haciendas of Southern California and the vernacular, wood-framed farmhouses dotting the landscape of Northern California, Texas, and the American West, the style projected an informal, casual lifestyle that proved to be immensely popular among the American public. Early iterations of the Ranch style tended to be large, sprawling custom residences that were designed by noted architects of the day. However, after World War II, Ranch style architecture was pared down and also became a preferred style for economical, mass-produced tract housing. By some estimates, nine of every ten new houses built in the years immediately after World War II embodied the Ranch style in one way or another. The style remained an immensely popular choice for residential architecture – and was occasionally adapted to commercial and institutional properties as well – until it fell out of favor in the mid-1970s.

Ranch

Traditional Ranch

Traditional Ranch style architecture made its debut in the 1930s and is what is generally considered to be the "quintessential Ranch house." Buildings designed in the style were awash in historical references associated with the vernacular architecture of 19th century California and the American West, and generally took on a distinctive, rusticated appearance. Examples of Traditional Ranch architecture were prominently featured in general interest publications, notably Sunset magazine, which perpetuated the style's popularity and led to its widespread acceptance among the American public.

The Traditional Ranch style is almost always expressed in the form of a one-story, single-family house, although the style was occasionally adapted to commercial and institutional properties in the postwar era. It is distinguished from other iterations of the Ranch style by the application of elements associated with the working ranches of 19th century California and the American West. Features such as low-pitched roofs with wide eaves, a combination of wall cladding materials including board-and-batten siding, large picture windows, and brick and stone chimneys were commonly applied. Subsets of the Traditional Ranch style include the American Colonial Ranch, which features elements associated with the American Colonial Revival style (symmetrical façades, cupolas, classical details); the Hacienda Ranch, which loosely resembles the haciendas of late 19th century California, incorporating clay tile roofing and textured stucco exteriors; and the Minimal Ranch, which is a pared down version of the Traditional Ranch, featuring simple floor plans and restrained ornamentation.

Character-defining features of Traditional Ranch style architecture include:

- One-story configuration (two story Ranch houses are rare)
- Asymmetrical composition with one or more projecting wings
- Horizontal massing
- Low-pitched gable or hipped roof, originally clad with wood shakes.
- Wide eaves and exposed rafters
- Brick or stone chimneys
- Combination of wall cladding materials (wood board-and-batten siding is most common)
- One or more picture windows
- Multi-light wood windows, often with diamond panes
- Decorative wood shutters
- Dutch and/or French doors
- Attached garage, often appended to the main house via a breezeway

Ranch

Contemporary Ranch

Contemporary Ranch architecture emerged after World War II. Buildings designed in the style took on the basic form, configuration, and massing of the Traditional Ranch house, but instead of historically-inspired treatments and details they incorporated the clean lines and abstract geometries associated with Modernism. The Contemporary Ranch style offered an alternative to the Traditional Ranch house and was applied to scores of residential buildings constructed between the mid-1940s and 1970s.

Like the Traditional Ranch houses from which it is derived, the Contemporary Ranch style is almost always expressed in the form of a one-story, single-family house. In lieu of the historicist references and rusticated features that are associated with the Traditional Ranch style, Contemporary Ranch houses exhibit abstract geometries and contemporary details that are most often seen in Mid-Century Modern architecture. Post-and-beam construction was common; carports often took the place of garages; exterior walls tended to be clad in a more simplistic palette composed of stucco and wood; roofs were of a lower pitch and were often more expressive or flamboyant in form; and ornament tended to be more abstract in character and was applied more judiciously. Oriental and Polynesian-inspired motifs were often incorporated into the design of Contemporary Ranch houses.

Character-defining features of Contemporary Ranch style architecture include:

- One story configuration (two-story Ranch houses are rare)
- Asymmetrical composition with one or more projecting wings
- Horizontal massing and abstract form
- Post-and-beam construction
- Low-pitched gable or hipped roof, sometimes with expressionist qualities
- Combination of wall cladding materials, generally including stucco and wood siding
- Windows and doors are generally treated as void elements
- Abstract ornamental details
- Incorporation of Oriental and Polynesian motifs is common
- Carports are common and often take the place of an attached garage

Appendix C

Material Inspection Checklists

Appendix Overview

Regular inspection of your historic building's materials will enable repairs of small problems before they become large. This Appendix contains building material inspection checklists in "flash card" form for quick and easy reference, organized by material type (masonry, stucco, wood, metalwork, windows/doors, and roofing/drainage). Each card tells you what problems to look for, and recommends the appropriate actions to address them.

Use this Appendix If...

- You notice cracking, sagging, or other visible problem with your historic building and need to know what it means and how to fix it.
- You want to catch minor problems with your building's materials through a routine inspection you can perform yourself.
- You are considering buying a historic building and want guidance in spotting major issues (keeping in mind that the checklists are not a sufficient substitute for a full inspection by a qualified professional).

What's Inside...

Exterior Masonry
Stucco
Exterior Wood
Roofing
Windows and Doors
Metalwork

Exterior Masonry

Regular inspection and maintenance of your exterior masonry materials is very important, particularly since most masonry elements are often used as part of the structural system. Visually inspect your property often, and look for potential damage conditions, including the following:

Structural Problems

What to Look or	*Recommended Action*
Cracks in masonry wall Vertical or diagonal cracks through walls and masonry units Horizontal cracks and hairline cracks in mortar joints	Can indicate differential or uneven foundation settlement or significant structural problems. Consult a professional, particularly if the condition worsens. Vertical or diagonal cracks, or cracks that split individual units, often represent a more significant problem, such as differential settlement. Horizontal cracks or hairline cracks limited to mortar joints or individual units tend to be less severe. Monitor and document the conditions during each inspection to see if they worsen over time; and after repair, to see if they return. Crack monitors or similar tell-tale gauges may also be used to help monitor problem areas.
Bowing or bulges in the wall plane; leaning walls	Can indicate differential settlement or significant structural problems. Consult a professional, particularly if the condition worsens.

Masonry Units Brick and Stone

What to Look or	*Recommended Action*
Cracked units Missing Units Spalling, chipped edges Crumbling and flaking of surfaces Rust stains, cracking and spalling (from embedded metal) Poor previous repairs	Repair masonry units. Consult a professional for specific repairs or recommendations Repairs can include infilling cracks with color-matched mortars or grouts; pinning cracked units back together; patching spalled or missing portions with color-matched patching mortars; resetting loose units with new mortar; and replacing heavily damaged or missing units with new. There may also be associated repairs needed for embedded metals or flashings. When replacing with new, match existing masonry units in type, color, texture, size, shape, bonding pattern and compressive strength.

Exterior Masonry

Masonry Units Brick and Stone

What to Look or	*Recommended Action*
Cracked units Missing Units Spalling, chipped edges Crumbling and flaking of surfaces Rust stains, cracking and spalling (from embedded metal) Poor previous repairs	Repair masonry units. Consult a professional for specific repairs or recommendations Repairs can include infilling cracks with color-matched mortars or grouts; pinning cracked units back together; patching spalled or missing portions with color-matched patching mortars; resetting loose units with new mortar; and replacing heavily damaged or missing units with new. There may also be associated repairs needed for embedded metals or flashings. When replacing with new, match existing masonry units in type, color, texture, size, shape, bonding pattern and compressive strength. If units are no longer manufactured or unavailable, try architectural salvage companies for sources. Also depending on the building, it may be possible to relocate original units from concealed/less visible areas for repairs at visible locations. Do not install modern brick for patching of historic masonry, even if they are "antiqued." They are typically much harder and do not match the historic masonry.

Masonry Units Terra Cotta & Cast Stone

What to Look or	*Recommended Action*
Cracked units Missing Units Spalling, chipped edges Flaking surfaces, loss of glaze Rust stains, cracking and spalling (from embedded metal) Hollow, unsound areas Poor previous repairs	Repair masonry units. Consult a professional for specific repairs or recommendations Repairs can include infilling cracks with color-matched mortars or grouts; pinning cracked units back together; patching spalled or missing portions with color-matched patching mortars; resetting loose units with new mortar; and replacing heavily damaged or missing units with new. There may also be associated repairs needed for embedded metals or flashings. When replacing, work with terra cotta or cast stone suppliers to mold existing units, and fabricate new to match.

Exterior Masonry

Masonry Units Adobe

What to Look or	*Recommended Action*
Cracking in walls Bulging or sagging Eroded or pitted surfaces "Coving" (deep erosion at the base of walls) Cracked, delaminated or missing render (stucco) Liquefied, non-cohesive units; mud flows Missing units Improper repairs	Damage may be caused by ground movement and differential settlement; poor drainage; erosion from water and wind;; roof leaks; poor design or construction techniques; and lack of maintenance. A common problem with adobe is also improper repairs using cement and concrete materials, such as cement stuccoes, concrete patches, and concrete wall bases (see "rising damp" below, under moisture problems section). Diagnosing the deterioration mechanisms and performing the proper repairs to adobe can be complex. It is highly recommended that you consult a professional. Typical repairs can include: Patching and replacing adobe brick; patching and replacing mud mortar; patching and replacing surface coatings (renders); removing incompatible materials and poor previous repairs; and associated work.

Exterior Masonry

Mortar

What to Look for	*Recommended Action*
Weathered, eroded and crumbly mortar Cracking in mortar joints Missing mortar Separation of mortar from masonry units Loose or missing masonry units Spalled surfaces and chipped edges of masonry units	Repair and maintain mortar joints through repointing Identify areas likely to have original or early mortars, in particular in protected/non-weathered locations, and match to that. When properly done, the new mortar should visually match the original in color, texture, joint size, and joint profile (tooling). Select a new mortar that is compatible with the surrounding masonry, particularly in terms of strength (see sidebar on page 77). For properties with a higher standard of care or special historic significance, we recommend matching the original mortar mix. This can be determined through laboratory analysis. Remove old mortar carefully with hand chisels or small pneumatic tools or grinders. Do not over-cut or widen existing joints, or chip masonry units.

Moisture Problems

What to Look for	*Recommended Action*
Leaks/Damp Damp/wet conditions; musty smells Stains, tide lines Spalling, crumbly masonry walls Blistering, crumbling and peeling interior finishes Salt deposits (efflorescence) Mold growth Biological growth/vegetation	Repair masonry units. Consult a professional for specific repairs or recommendations Repairs can include infilling cracks with color-matched mortars or grouts; pinning cracked units back together; patching spalled or missing portions with color-matched patching mortars; resetting loose units with new mortar; and replacing heavily damaged or missing units with new. There may also be associated repairs needed for embedded metals or flashings. When replacing, work with terra cotta or cast stone suppliers to mold existing units, and fabricate new to match.

Exterior Masonry

Moisture Problems cont'd

What to Look or	*Recommended Action*
Rising Damp (similar signs as above, but concentrated at base of walls)	Occurs when porous masonry materials draw up moisture from the ground into the walls. The moisture then evaporates, either to the inside or outside surface. May be exacerbated by improper materials or repairs. Common problem with adobe buildings that have a concrete base installed up against the adobe walls. Improve site drainage around base of walls by installing French drain or other drainage system improvements. Improve below-grade waterproofing (dampproofing). Maintain good ventilation to underfloor areas and crawlspaces. For mild problems, soft mortars and renders may be used for continual repairs. These are sacrificial treatments, designed to crumble away and be renewed. For consistent/reoccurring problems, it may be necessary to construct an impermeable barrier at the base of the wall, just above ground level, known as a damp-proof course. This is considered invasive; consult a professional.
Water ponding adjacent to foundation	Verify water existing from downspouts is directed away from the building. Provide splash blocks or extensions at the base of downspouts as needed. If a continual problem, re-grade area adjacent to foundation to direct surface water away from the building.
Damp walls; moss or algae on masonry surface; vegetation on or close to walls	Vegetation can trap moisture in masonry by blocking sunlight and ventilation. We recommend removing vegetation from masonry walls, and removing or thinning vegetation close to the building. Clean moss or algae growth from the wall surface with low pressure water, gentle detergents, and natural bristle brushes. Inspect irrigation systems, and re-direct sprinkler heads away from wall surfaces.

Exterior Masonry

Surface Conditions

What to Look or	*Recommended Action*
Surface soiling and staining	Clean masonry surfaces. Products and methods will vary depending on the material and condition; consult a professional. See the masonry and stucco cleaning guide on page 252 for more detailed information.
Efflorescence	Clean efflorescence from wall surface with low pressure water and a soft, natural bristle brush. A gentle detergent may also be added if needed. Review the area for possible sources of moisture, and correct/ repair where possible to keep efflorescence from returning.
Painted masonry, evidenced by peeling, flaking, curling, or blistering Peeling, flaking, curling, or blistering Painted surface worn/weathered Chalky or dull finish	Maintain esisting paint coatings through proper surface preparation and repainting. For properties wtih a higher standard of care or special historic significance, we recommend matching the original finish. Determine through laboratory analysis if masonry has always been painted. If yes, match original color; if no, remove existing paint coatings. Avoid applying new paint to masonry that has never been painted.
Masonry sealers	Do not apply water-repellent and waterproof coatings (“sealers”). These coatings prevent moisture from evaporating from the masonry. Some are marketed as vapor permeable, or “breathable”, but may form shiny or dark films on the surface, and will still reduce natural evaporation. Once applied, they are nearly impossible to remove.

Exterior Masonry and Stucco

Masonry & Stucco Cleaning Guide

Cleaning can enhance the character and overall appearance of a building. However, improper cleaning can be very damaging.

- In general, the goal is to remove surface soiling or staining using the gentlest means possible, and without damage to the masonry.
- For best results, perform masonry repairs and repointing work prior to cleaning, to ensure building is water-tight.
- Select the appropriate cleaners for the type of masonry.
- Test cleaning products and methods first, in small inconspicuous areas.
- When using water cleaning, minimize water pressure to prevent surface damage (generally no more than 100 psi).
- When detergents are needed (for removal of stubborn or oily soiling), use a mild non-ionic detergent, such as a hand dishwashing detergent, diluted in water, and scrub with a natural bristle brush.
- Do not use abrasive blasting (sandblasting) or high pressurized water washing that can damage masonry surfaces.
- Do not use metal brushes or grinders that can damage masonry surfaces.
- Do not use harsh chemicals. Chemical cleaners can etch, stain, bleach or erode masonry surfaces.
- Consult a professional with specialized knowledge of historic masonry cleaning when gentler cleaning methods are not successful.

Stucco

Visually inspect your property often, and look for potential damage conditions, including the following:

Structural Problems

What to Look for	*Recommended Action*
Cracks in stucco wall Wide-width cracks, often through full stucco thickness; may be vertical, diagonal, or horizontal Web-like cracking patterns Hairline-width cracks, often through finish layer only.	Wider width cracks can indicate differential or uneven foundation settlement or structural problems. They may also be indicative of the need for expansion or control joints within the wall surface. Consult a professional, particularly if the condition worsens, or reoccurs after repair. Web-like cracking may be indicative of shrinkage upon curing, and tends to be less severe. Hairline cracks are minor, and can often be bridged with a new coat of elastomeric paint or thin slurry coat of the stucco repair material. Repair of wider cracks will typically include routing out or cuting out the damaged area, and patching with a compatible stucco mix.
Bowing or bulges in the wall plane	Bulging areas may be delaminating from the masonry substrate, or, in the case of wood lath, may have areas of detachment (broken plaster keys). Survey by gently tapping with a wooden or acrylic hammer or mallet to identify areas of detachment (will sound hollow). For most properties, detached areas may be cut out, and replaced with matching stucco. For properties with a higher standard of care or special historic significance, we recommend retaining as much original stucco as possible. Bulged areas can be carefully reattached to the wall through other means (adhesive injection, etc.) Consult a professional for recommendations.
Spalling and missing stucco	Remove loose material at spalled areas, and patch spalled or missing areas with new stucco to match. Where needed, cut and splice in new wire mesh reinforcement, or replace decayed wood lath.
Corroded mesh reinforcement, embedded metal, or accessories (corner beads, weep screeds, tie wires, etc.)	Remove stucco material to sufficient distance in order to replace the corroded mesh, metal or accessories; patch with new stucco to match.

Stucco

Surface Conditions

What to Look or	*Recommended Action*
Surface soiling and staining	Clean masonry surfaces. Products and methods will vary depending on the material and condition; consult a professional. See the masonry and stucco cleaning guide on page 252 for more detailed information.
Painted surfaces Peeling, flasking, curling, or blistering Painted surface worn/weathered	Maintain existing paint coatings through proper surface preparation and repainting. For properties with a higher standard of care or special historic significance, we recommend matching the original finish. Determine original paint color through laboratory analysis. When selecting paint, it is important that the new paint be compatible with earlier coats of paint and the stucco material; otherwise it may peel or trap moisture within the wall. Lime-based paint is preferred, if compatible, as it is more flexible and breathable than typical latex paint. Elastomeric paints also have some flexibility and crack-bridging properties, working well over stucco. Water-repellent coatings or sealers are not necessary.

Exterior Wood

Visually inspect your property often, and look for potential damage conditions, including the following:

Structural Problems

What to Look or	*Recommended Action*
Exterior walls not plumb or vertically straight; bulging Large deflections or sagging, particularly in roof lines Windows and doors do not fit or operate properly; frames are out-of-square or racked Siding has wavy surface	These conditions can indicate uneven or differential settlement or structural problems. They can also be the result of inadequate strength/over-loading, poor design, lack of bracing, later modifications, or material defects. Consult a professional, particularly if the condition worsens.
Intermediate to advanced wood rot Losses to the cross section of structural members. Crushing failure under loading conditions.	Consult a professional, particularly if the condition worsens. May need to install temporary shoring or other bracing to prevent failure or collapse.

Wood Siding and Decorative Trim

What to Look or	*Recommended Action*
Loose, cracked, missing, or open joints Open joints around window and door frames Open joints between dissimilar materials (ex. wood and metal) Splits or checking in wood membs	Open joints in and around wood materials leave avenues for water to penetrate, and wood rot to develop. For localized areas, patch with exterior wood fillers or wood-compatible epoxy putties; and wood splices or dutchmen. Refasten loose elements together with careful nailing or fastening. Re-caulk perimeter joints around windows or doors. Repair or replace deteriorated flashings. For areas that cannot be repaired, replace in-kind. Match the historic wood in size, profile and visual characteristics. For siding, match the original pattern, exposure and alignment relative to the building. For replacement wood, select appropriate wood species for use and location. Consider using decay-resistant or treated wood. When replacing wood with stained or clear finishes, match existing wood species and grain as closely as possible.

Exterior Wood

Moisture Problems

What to Look or	*Recommended Action*
Leaks/damp Damp/wet conditions; musty smells Stains, tide lines Mold growth Biological growth/vegetation	Damage resulting from a failure of other building elements, such as roofing and drainage, plumbing, etc. Typically caused by aging materials, improper repairs, and a lack of maintenance. Investigate the source of the leak or damage, and correct those conditions during wood repair.
Surface/ground water Water ponding adjacent to foundation Wood materials on or within 6-inches of the ground Wood materials on masonry foundations or piers	Wood materials near the ground are more susceptible to decay from moisture. Correct construction if possible to provide a buffer between wood materials and the ground, and between wood materials and foundations. Verify water exiting from downspouts is directed away from the building. Provide splash blocks or extensions at the base of downspouts as needed. If a continual problem, re-grade area adjacent to foundation to direct surface water away from the building.
Damp walls; moss or algae on masonry surface; vegatation on or close to walls	Vegetation can trap moisture in wood by blocking sunlight and ventilation. Remove vegetation from wood walls, and remove or thin vegetation close to the building. Clean moss or algae growth from the wall surface with low pressure water, gentle detergents, and natural bristle brushes. Inspect irrigation systems, and re-direct sprinkler heads away from wall surfaces.

Exterior Wood

Wood Decay Rot

What to Look for	*Recommended Action*
Staining and discoloration Surfaces are soft with raised wood grain Mold and mildew smells Voids along the grain structure Wood is soft or "punky"; can be easily probled with metal tools	Inspect wood decay-prone areas regularly, such as wood near foundations and base of walls; window sills and lower rails; door thresholds; sill beams and wall plates; cornices and trim; porches; crawlspaces; and interfaces of wood with masonry or other materials. Keep wood materials dry; see "Moisture Problems" actions. Apply borate-based wood preservatives to protect against decay. Apply water repellents with mildewcide additives that will kill active fungi and protect from future growth. Maintain protective paint coatings (see "Surface Conditions" actions).

Insect Damage

What to Look for	*Recommended Action*
Mud tubes on surfaces of wood or masonry Entry/exit/flight holes and tunnels Frass (loose wood dust byproduct from tunneling) Insects or larvae	Inspect insect target zones regularly, in particular wood materials on or within 6-inches of the ground; wood materials on masonry foundations; and wood within crawl spaces. Engage a pest management company to provide regular inspections and treatment. Treat with borate-based wood preservatives to protect against insect attack. Correct construction detailing where possible to provide a buffer between wood materials and the ground, and between wood materials and foundations (ex. termite shields).

Exterior Wood

Surface Conditions

What to Look or	*Recommended Action*
Painting Peeling, flaking, curling, wrinkling, or blistering Cracking, crazing, or alligatoring Painted surface worn/weathered, with bare wood showing Soiled, chalky, or dull finish	Surface cleaning may be all that is needed, depending on condition. Wash with a mild detergent solution and natural bristle brushes. Investigate the source of damage, and correct those conditions prior to repainting. Maintain existing paint coatings through proper surface preparation and repainting. . In general, wood needs repainting every 5 to 8 years. Prepare surfaces by cleaning, scraping and sanding to remove loose soiling and paint not adhered to the wood. Putty or caulk over countersunk nails, gaps and joints. Spot prime areas of bare wood. Apply a high quality, exterior grade paint, that is appropriate to the substrate. It is best to use a primer and paint that are compatible and from the same manufacturer. For bare wood, primer and two coats of finish paint are recommended. For properties with a higher standard of care or special historic significance, we recommend matching the original finish. Determine original paint color through laboratory analysis.

Non-Original Materials

What to Look for	*Recommended Action*
Original siding has been covered with vinyl, steel, or aluminum siding	Siding installed over original wood siding can trap moisture within the wall system, and conceals any damage or wood rot from view. Remove non-original siding so that the underlying materials can be inspected and repaired. Repair work may include restoration of details or trim that were damaged or removed during non-original siding installation. Do not install incompatible or artificial siding.

Roofing

Visually inspect your property often, and look for potential damage conditions, including the following:

Structural Problems

What to Look for	*Recommended Action*
Large deflections or sagging in roof lines	These can indicate indicate uneven or differential settlement or significant structural problems. Consult a professional, particularly if the condition worsens.

Terra Cotta & Concrete Tile

Useful service life: 100+ years with proper maintenance and repairs; underlayments however have useful service life of 20+ years.

What to Look for	*Recommended Action*
Broken or missing tiles Tile units delaminating or flaking apart Tile particles seen in valleys and gutters Soiling; debris; vegetation	Re-attach/ re-secure loose tile. Replace missing tile in kind. Replace individual broken or deteriorated tile in kind. Consider roof replacement when over 20% of units are cracked, missing or delaminated. Remove debris regularly; clean tile surfaces as required. Trim back overhanging tree limbs. Inspect regularly for damage, and repair as needed.
Water leaks Dark stains (water stains) and wood rot at underside of roof (visible in attic spaces) Mildew on underside; dampness in attic space	May indicate that tile underlayments (waterproofing) is damaged or deteriorated. Remove tile from problem area to investigate, and repair as required; reinstall tile. For significant damage, re-roofing is recommended. Tile may be salvaged and reinstalled. Replace underlayment, and repair or replace any damaged roof deck or sheathing as required. Verify whether attic spaces are sufficiently ventilated.

Roofing

Wood Shakes & Shingles

Useful service life: 50+ years with proper maintenance and repairs

What to Look or	*Recommended Action*
Loose or slipped shingles; missing shingles	Re-attach/ re-secure loose shingles.
Split shingles	Replace individual damaged or missing shingles in kind.
Surface erosion/wear; appear thin	Consider roof replacement when over 20% of shingles are damaged or missing.
Moss or mold on roof surface	Clean biological growth and treat to inhibit future growth.
	Trim back overhanging tree limbs.
	Inspect regularly for damage, and repair as needed.

Asphalt & Composition Shingles

Useful service life: 20+ years with proper maintenance and repairs

What to Look or	*Recommended Action*
Loose or slipped shingles; missing shingles	Re-attach/ re-secure loose or slipped shingles.
Dents and surface damage (hail damage)	Replace individual damaged or missing shingles in kind.
Cracked shingles	Consider roof replacement when over 20% of shingles are split, cracked, missing or deteriorated.
Surface erosion/wear; appear thin	During repair or re-roof, inspect roof deck/substrate for damage and repair as required.
Mineral granules seen in valleys and gutters	Clean biological growth and treat to inhibit future growth.
Moss or mold on roof surface	Trim back overhanging tree limbs.
	Inspect regularly for damage, and repair as needed.

Roofing

Membrane Roofs lat Roofs

Useful service life: 20+ years with proper maintenance and repairs

What to Look or	*Recommended Action*
Bubbles, blisters, and wrinkles	Patch localized areas of damage using compatible methods (varies by roof system type)
Cracking and separations	Consider roof overlay or roof replacement when over 20% of roof area is deteriorated or roof is beyond useful service life.
Loose/detached membrane sheets	During repair or re-roof, inspect roof deck/substrate for damage and repair as required.
Roof feels loose or spongy under foot	Remove debris regularly; clean roof surfaces as required.
Water ponding on roof	Trim back overhanging tree limbs.
Mineral granules or gravel worn away; seen at drains and low areas	Inspect regularly for damage, and repair as needed.
Membrane or reflective paint eroded	
Soiling; debris	

Metal Roofs

Useful service life: 50+ years with proper maintenance and repairs

What to Look or	*Recommended Action*
Substantial number of rust or corrosion spots	Patch or re-solder localized areas of damage using compatible methods (varies by roof system type)
Previous tar patch repairs	Consider roof overlay or roof replacement when over 20% of roof area is deteriorated or roof is beyond useful service life.
Punctures or pinholes in the metal	Re-paint tin and terne-coated steel every 5-10 years.
Broken seams or joints	During repair or re-roof, inspect roof deck/substrate for damage and repair as required.
Weathered or peeling paint	Remove debris regularly; clean roof surfaces as required.
For flat metal roofs, bounce under foot; water ponding	Trim back overhanging tree limbs.
Soiling; debris	Inspect regularly for damage, and repair as needed.

Roofing

Chimneys

What to Look for	*Recommended Action*
Chimney is leaning.	May indicate a structural problem or earthquake damage (if unreinforced or not braced. Consult a professional, particularly if the condition worsens.
Chimney is not properly lined Flue is blocked, clogged, or heavily soiled	Install a chimney liner if wood-burning fireplaces are used, or if masonry inside of flue is crumbling. Remove collected ash regularly; ensure smoke damper operates. Engage chimney sweep to clean flue after periods of heavy use or long periods of inactivity prior to use.
Chimney is not properly capped	Install an appropriate chimney cap for the building style.
Masonry or stucco is cracked or crumbling	See “Exterior Masonry Inspection Checklist” and “Stucco Inspection Checklist”
Mortar joints in chimney are cracked or eroded	See “Exterior Masonry Inspection Checklist”

lashings

What to Look for	*Recommended Action*
Loose or missing flashing Broken welds or seams Un-caulked openings or gaps Substantial number of rust or corrosion spots Previous tar patch repairs Punctures or pinholes in the metal	Patch or re-solder localized areas of damage using compatible methods (varies by metal type) Replace flashing where missing or heavily damaged. Inspect regularly with roof, and repair as needed.

Roofing

Drains Gutters & Downspouts

What to Look or	*Recommended Action*
Clogged with debris	Remove debris and clean/flush for proper drainage. Recommend cleaning 2x/year (spring and fall), or more frequently if needed. Provide strainers at area drains (flat roofs); mesh screens at gutters. Trim back overhanging tree limbs. Inspect regularly with roof, and repair as needed. Also, inspect during heavy rainstorm to identify potential problem areas.
Loose, askew, disconnected, or missing components Dents or crushed components Open seams; broken welds Rust or corrosion Peeling paint; paint loss	Re-solder open joints and broken seams; reconnect sections where loose Replace damaged or missing components in kind. Clean and prepare metal surfaces, and repaint.
Water ponding adjacent to foundation	Verify water exiting downspouts is directed away from building foundation. If necessary, re-grade around foundation for proper drainage. Provide splash blocks or downspout extensions if needed.
Where no gutters or downspouts exist: Wood decay/ damage and ponding water at foundation related to surface drainage/ water dripping from roof	Inspect during heavy rainstorm to identify potential problem areas. Consider installing new gutters and downspouts appropriate for the building style.

Roof Appurtenances

What to Look or	*Recommended Action*
Broken welds or seams; open joints around penetrations Cracked or deteriorated tar around penetrations Equipment unsupported; improperly supported; damaging to roof	Patch or re-solder localized areas of damage using compatible methods (varies) Replace if damage is substantial Remove and patch roof if abandoned. Take corrective action as needed to ensure all equipment is properly supported and attached to structure, without damage to roof. Consult a professional.

Windows & Doors

Windows & Doors

What to Look for	*Recommended Action*
Wood decay (rot)	Inspect regularly and repair as needed.
Insect damage	Repair decayed wood (see “Exterior Wood”)
Steel corrosion (rust)	Clean and stabilize rust (see “Metalwork”)
Aluminum oxidation (white rust)	Clean surfaces regularly and repaint as needed. Remove any built-up paint that may restrict movement.
Glass breakage	Replace window putty as needed.
Aged, cracked and missing glazing putty	Replace broken glass in kind.
Broken, damaged or missing hardware	Clean and oil hardware as needed. Adjust for proper operation.
Racking of frames, difficult to operate, poor fitment	Re-caulk perimeter of openings and install weatherstripping between moving parts to reduce air infiltration.
Overpainting of sash and frames, painted shut or difficult to operate	
Leaks and air drafts around windows or doors	

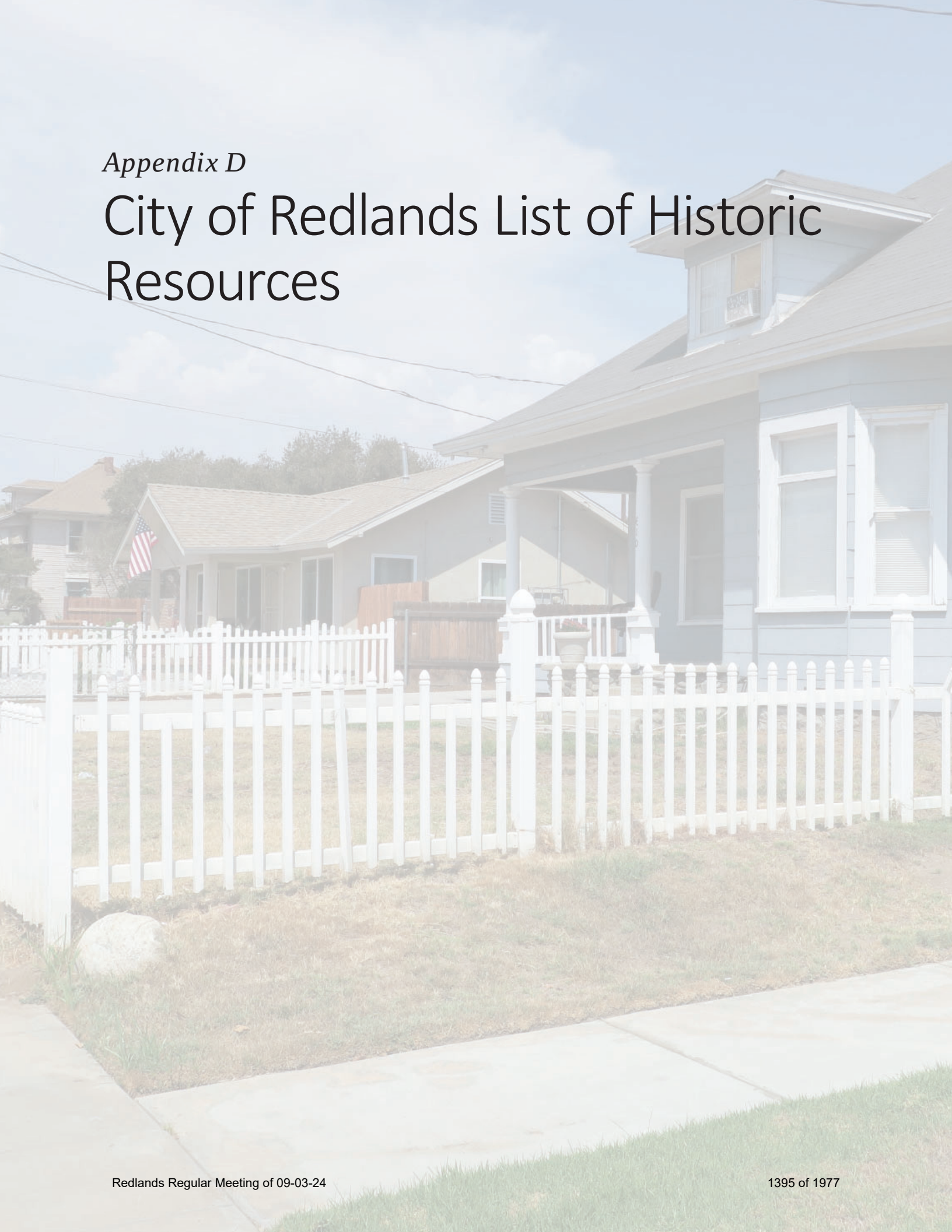
Metalwork

Metalwork

What to Look for	*Recommended Action*
Loose and peeling paint coatings	Inspect regularly and repair as needed.
Reddish surface stains (light rust)	Clean surfaces to remove loose soiling and peeling paint.
Metal flaking and pitting (surface depressions) at rust areas (moderate rust)	Remove surface rust with abrasive pads or steel wool. Sand surfaces to smooth out rough areas.
Metal breaking apart at rust areas, loss of strength (heavy rust)	Where rust cannot be removed to sound metal, stabilize with a tannic-acid based rust converter.
Damage to adjacent masonry from rust expansion ("rust jacking")	At areas where rust was remove and metal is pitted, fill gaps with a compatible metal putty.
Broken or missing fasteners	At heavily rusted, broken or missing components, replace in kind.
Dissimilar metals at fasteners or adjacent flashing	Replace heavily rusted fasteners and fasteners of dissimilar metals.
	Re-paint with a high quality, exterior grade, zinc-rich primer and paint coating.

Appendix D

City of Redlands List of Historic Resources



City Council Meeting **K. 2.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an Intergovernmental/Piggyback purchase of Cisco network equipment in the amount of $348,516.57 from Connection (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve an intergovernmental purchase of Cisco network equipment, for city-wide network enhancements from Connection, in the amount of $348,516.57.

RECOMMENDATION:

Staff recommends that the City Council approve an intergovernmental purchase of Cisco network equipment for city-wide network enhancements from Connection in the amount of $348,516.57.

DISCUSSION:

The City's current network infrastructure relies on network equipment that is approaching ten years of service time. This is beyond the standard operational lifecycle of network equipment and the organization is starting to see network connectivity issues related to hardware failures. Staff have identified Cisco network switches as the optimal solution. Cisco's advanced technology will provide the reliability and scalability required for our network.

Some of the benefits of purchasing new Cisco network equipment include:

- Enhanced Performance: The new switches will provide faster data processing and reduced network latency, improving overall efficiency.
- Increased Capacity with additional ports and higher bandwidth: The new

switches will handle more devices and higher traffic volumes.
- Improved Reliability: Up-to-date hardware will reduce downtime and maintenance needs, ensuring more stable network operations.
- Scalability: The selected models support future expansion, allowing us to easily upgrade as our needs grow.

Staff followed the City's procurement guidelines by examining and selecting an existing competitively-bid cooperative contract agreement with Omnia Partners. OMNIA Partners, in collaboration with Region 4 ESC, offers a cooperative purchasing contract that includes Cisco network switches. This contract allows us to leverage competitive pricing and a streamlined procurement process.

ALTERNATIVES:

City Council may choose to reject, modify, or table the proposed purchase. However, the purchase is recommended in order to maintain the City's network connectivity throughout the organization.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	FY2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$348,516.57
Budgeted Y/N:	Y
Account No.:	604900

Discussion:

Sufficient funding for this purchase is included in the Management Services / IT Division budget for FY 2024-25.

Attachments

Cisco Equipment Quote
Intergovernmental Request Form
Omnia Master Agreement
OMNIA Partners Contract Documents summary
OMNIA Contract

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SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: John Zugg
Phone:
Fax:
Email: john.zugg@connection.com

 # 25655636.01
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING
Date: 7/17/2024
Valid Through:
Account #: San Bernardino

Customer Contact: Allen Fincher **Phone:** (909) 335-4789
Email: afincher@cityofredlands.org **Fax:** (909) 335-4745

QUOTE PROVIDED TO:	SHIP TO:
AB#: 257546 **CITY OF REDLANDS** ACCOUNTS PAYABLE PO BOX 3005 REDLANDS, CA 92373 US (714) 798-7541	AB#: 23508192 **Management Services IT Dept.** Gabriel Gonzalez 35 Cajon St Ste 30 Redlands, CA 92373 US (909) 335-4789

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Heavy Weight Ground	1,917.00 lbs	Net 30	R210402

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*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	19	41511463	C9200CX-12P-2X2 G-E	CATALYST 9000 COMPACT SWITCH 1 Cisco -	Cisco	$ 1,412.70 Taxable	$ 26,841.30
	2	19	41562282	C9200CX-DNA-E-1 2	C9200CX Cisco DNA Essentials, 12-Port Term Licenses Cisco -	Cisco	$ -	$ -
	3	19	41534123	C9200CX-DNAE12-3Y	C9200CX DNA ESSENTIALS 3Y TERM Cisco-License -	Cisco-License	$ 221.22	$ 4,203.18
	4	19	41562283	C9200CX-NW-E-12	C9200CX Network Essentials, 12-port license Cisco -	Cisco	$ -	$ -
	5	19	41217118	CAB-TA-NA	North America AC Type a Power Cable Cisco -	Cisco	$ -	$ -
	6	19		SCAT9200CXUK9-1 712	Cisco Catalyst 9200CX XE 17.12 UNIVERSAL Cisco	Cisco		$ -
	7	19	41163825	NETWORK-PNP-LIC	Network Plug-N-Play Connect for Zero-Touch Device Deployment License Cisco -	Cisco	$ -	$ -
	8	19	36417609	C9200L-24P-4X-E	Catalyst 9200L 24-Port PoE: Switch w / 4x10GbE, Network Essentials Cisco -	Cisco	$ 1,750.38 Taxable	$ 33,257.22
	9	19	41168406	C9200L-DNA-E-24	C9200L DNA Essentials 24-Port Term License Cisco -	Cisco	$ -	$ -
	10	19	36589267	C9200L-DNA-E-24 -3Y	C9200L DNA Essentials 24-Port Term License 3 Years Cisco -	Cisco	$ 433.24	$ 8,231.56

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*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	11	19	36814049	C9200L-NW-E-24-EDU	C9200L Net Ess 24 Port Lic K12 Cisco -	Cisco	$ -	$ -
	12	19	41217118	CAB-TA-NA	North America AC Type a Power Cable Cisco -	Cisco	$ -	$ -
	13	19	41602895	PWR-C5-BLANK	Config 5 Power Supply Blank Cisco -	Cisco	$ -	$ -
	14	19	41602896	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module Cisco -	Cisco	$ -	$ -
	15	19	41771522	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300 Cisco -	Cisco	$ -	$ -
	16	19	41771523	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 Cisco -	Cisco	$ -	$ -
	17	19		CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 Cisco	Cisco	$ -	$ -
	18	19	41163825	NETWORK-PNP-LIC	Network Plug-N-Play Connect for Zero-Touch Device Deployment License Cisco -	Cisco	$ -	$ -
	19	42	36417553	C9200L-48P-4X-E	Catalyst 9200L 48-Port PoE: Switch w / 4x10GbE, Network Essentials Cisco -	Cisco	$ 3,021.30 Taxable	$ 126,894.60
	20	42	38030459	C9200L-DNA-E-48	Govt. C9200L DNA Essentials, 48-Port, Term License Cisco -	Cisco	$ -	$ -
	21	42	36589259	C9200L-DNA-E-48-3Y	C9200L DNA Essentials 48-Port Term License 3 Years Cisco -	Cisco	$ 795.26 Taxable	$ 33,400.92

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*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	22	42	36813880	C9200L-NW-E-48	C9200L Network Essentials 48-Port License Cisco -	Cisco	$ -	$ -
	23	42	41217118	CAB-TA-NA	North America AC Type a Power Cable Cisco -	Cisco	$ -	$ -
	24	42	41602895	PWR-C5-BLANK	Config 5 Power Supply Blank Cisco -	Cisco	$ -	$ -
	25	42	41602896	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module Cisco -	Cisco	$ -	$ -
	26	42	41771522	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300 Cisco -	Cisco	$ -	$ -
	27	42	41771523	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 Cisco -	Cisco	$ -	$ -
	28	42		CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 Cisco	Cisco	$ -	$ -
	29	42	41163825	NETWORK-PNP-LIC	Network Plug-N-Play Connect for Zero-Touch Device Deployment License Cisco -	Cisco	$ -	$ -
	30	1	35520137	C9500-48Y4C-E	Catalyst 9500 1U RM Network Essentials L3 Managed Switch (1x)2.4GHz CPU / 16GB RAM / 16GB Flash / 48x25GbE Cisco -	Cisco	$ 18,096.34 Taxable	$ 18,096.34
	31	1	41797799	C9500-DNA-48Y4C-E	C9500 DNA Essentials, Term License Cisco-License -	Cisco-License	$ -	$ -
	32	1	35070885	C9500-DNA-E-3Y	DNA Essentials Term License 3 Years Cisco -	Cisco	$ 1,397.54	$ 1,397.54

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CITY OF REDLANDS	**Management Services IT Dept.**
ACCOUNTS PAYABLE	Gabriel Gonzalez
PO BOX 3005	35 Cajon St Ste 30
REDLANDS, CA 92373	Redlands, CA 92373
US	US
(714) 798-7541	(909) 335-4789

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*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	33	2	9374623	CAB-C13-CBNh	Cabinet Jumper Power Cord, C14-C13 Cisco -	Cisco	$ -	$ -
	34	1	41168168	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply Front to Back Cooling Cisco -	Cisco	$ -	$ -
	35	1	36789277	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply Front to B Cisco -	Cisco	$ 1,663.39 Taxable	$ 1,663.39
	36	2	41163830	C9K-T1-FANTRAY	Catalyst 9500 Type 4 Front-Back Cooling Fan Cisco -	Cisco	$ -	$ -
	37	1	41797797	C9500-NW-E	C9500 Network Stack, Essentials Cisco-License -	Cisco-License	$ -	$ -
	38	1		S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL Cisco	Cisco	$ -	$ -
	39	1	36716887	C9K-F1-SSD-240G	240GB Pluggable Solid State Drive for Catalyst 9500-32C / 32QC / 48Y4C Cisco -	Cisco	$ 2,262.37 Taxable	$ 2,262.37
	40	1	41163825	NETWORK-PNP-LIC	Network Plug-N-Play Connect for Zero-Touch Device Deployment License Cisco -	Cisco	$ -	$ -
	41	6	8061334	CAB-C15-CBNh	Jumper Power Cord for MDS Products, C14 (M) to C15 (F) Cisco -	Cisco	$ 20.63 Taxable	$ 123.78
	42	26	36779044	C9200L-STACK-KITh	Catalyst C9200L Stack Kit Cisco -	Cisco	$ 881.27 Taxable	$ 22,913.02
	43	52	41168171	C9200-STACK	Catalyst 9200 Stack Module Cisco -	Cisco	$ -	$ -

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5-30 Days A/R/O	Destination	Heavy Weight Ground	1,917.00 lbs	Net 30	R210402

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*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	44	26	41168172	STACK-T4-50CM	50CM Type 4 Stacking Cable Cisco -	Cisco	$ -	$ -
	45	16	36573089	PWR-C5-1KWACh	1kW AC Config 5 Power Supply Cisco -	Cisco	$ 2,643.92 Taxable	$ 42,302.72
	46	16	41217118	CAB-TA-NA	North America AC Type a Power Cable Cisco -	Cisco	$ -	$ -

Subtotal	**$ 321,587.94**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**$ 26,928.63**
Total	**$ 348,516.57**

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

OMNIA Partners/Region 4 ESC Contract #R210402

Contract Expiration: 31 May 2025

Please contact your account manager with any questions.

Ordering Address	Remittance Address
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

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If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:
https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The Management Services-DoIT Department requests the purchase of the following item(s) from:

Original Contracting Entity: OMNIA Partners Region 4 Education Service Center ESC
Contract#: Contract # R210402
Contract Term: June 01, 2021 - May 31, 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
Catalyst 9000 Compact Switch		$ 26,841.30
C9200CX DNA Essentials 3Y Term – Non-Taxable		$ 4,203.18
Catalyst 9200L 24-Port PoE+Switch w/4x10GbE Network Essentials		$ 33,257.22
C900L DNA Essentials 24-Port - Non-Taxable		$ 8,231.56
Catalyst 9200L 48-Port PoE+ Switch w/4x10Gbe Network Essentials		$ 126,894.60
C9200L DNA Essentials 48-Port		$ 33,400.92
Catalyst 95001U RM Network Essentials L3 Managed Switch		$ 18,096.34
DNA Essentials - Non-Taxable		$ 1,397.54
650W AC Config 4Power Supply Front to B		$ 1,663.39
240GB Pluggable Solid State Drive for Catalyst 9500-32C/32QC/48Y4C		$ 2,262.37

Jumper Power Cord for MDS Products		$ 123.78
Catalyst C9200LStack Kit		$ 22,913.02
1kW AC Config 5 Power Supply		$ 42,302.72
Tax	$ 26,928.63	
Grand Total		$ 348,516.57

Vendor:	GovConnection, Inc
Contact:	John Zugg
Address 1:	732 Milford Road
Address 2:	
City/State/Zip:	Merrimack, NH 03054
Telephone:	800-800-0019 Ext34020
Fax:	
Web/E-Mail:	John.zugg@connection.com

Delivery/Service Location	
Contact:	Eric Owens
Telephone:	909-355-4798
Department:	Management Services
Address 1:	35 Cajon St Suite 222
Address 2:	Redlands, CA 92373
Additional Comments	

Purchasing Agent Approval:_____**Date:** _____

City Manager Approval:_____**Date:** _____

Region 4 ESC

Contract # R210402

for

Technology Solutions, Products, and Services

with

GovConnection, Inc. dba Connection – Public Sector Solutions

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and GovConnection Inc. dba Connection - Public Sector Solutions effective June 1, 2021

I. Appendix A; Supplier Contract
II. Offer & Contract Signature Form
III. Supplier's Response to the RFP, incorporated by reference

CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM
APPENDIX A

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of ***April 27*** *, 2021 by and between* ***GovConnection Inc. dba Connection - Public Sector Solutions*** *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: GovConnection, Inc. dba Connection - Public Sector Solutions

Address: 732 Milford Road

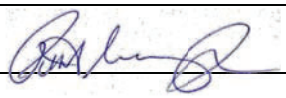
City/State/Zip: Merrimack, NH 03054

Telephone No.: 800-800-0019 ext. 33331

Email Address: bob.marconi@connection.com

Printed Name: Robert Marconi

Title: Vice President SLED Sales

Authorized signature: 

Accepted by Region 4 ESC:

Contract No. R210402

Initial Contract Term June 1, 2021 to May 31, 2024

Margaret L. Bass
Region 4 ESC Authorized Board Member

4/27/2021
Date

Margaret S. Bass
Print Name

Linda Tinnerman
Region 4 ESC Authorized Board Member

4/27/2021
Date

Linda Tinnerman
Print Name

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

x Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Exhibit A – Response for National Cooperative Contract, pg. 30	1.2 Marketing, Sales and Administrative Support	**Negotiated directly with OMNIA Partners**	

PRODUCTS/PRICING

1. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Connection Response: Connection is offering pricing in the form of fixed discounts from our standard web catalog list price on all products and SKU'd services. The pricing model is one that is fluid and adaptive to the market. As our list prices automatically change to meet demand in the market, account-specific pricing will also automatically change for Region 4 ESC members. This list price is available via our web site catalog located at www.connection.com/ps. We offer discounts by product category. Pricing will be dynamic and based on these publicly available list prices at the time of order. All the Region 4 ESC account-specific pricing will offer our sales team the flexibility to work with vendors and manufacturers to negotiate additional discounts when available.

Region 4's discounted pricing can be viewed at www.govconnection.com by using the following login and password listed below:

Login: region4bid@pcc.ide
Password: Region4bid

The offered discount will remain firm for the term of the contract. If a percentage discount causes the sell price to fall below our standard cost, the sell price shall be adjusted and honored at Connection's standard cost. However, contract fees cannot be paid on purchases made at Connection's standard cost.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Connection Response: www.connection.com/PS

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Connection Response: Pricing is dynamic and is updated daily, a snapshot of 425,000 prices (line item) would only be valid for the time at which the report was ran. In this response, the pricing offered is in the form of fixed discounts from our standard web catalog list price. Connection's list price is available via our web site catalog located at www.govconnection.com using the login and password listed below.

Login: region4bid@pcc.ide
Password: Region4bid

iii. Is pricing available for all products and serviceso

Connection Response: Yes, pricing is available for all products and services. Connection has a 39-year history maintaining strong, long-standing manufacturer/ vendor partner relationships; we were among the first direct marketers, qualified by manufacturers, to market computer systems to end users. Our current portfolio includes over 425,000 products from over 1,600 manufacturers. These established manufacturer relationships enable us to offer you deep pricing discounts.

One of the most important IT needs is to procure lasting products at high cost savings. As a premier, authorized reseller having no ownership affiliation with any of these partners, we can garner extremely competitive pricing for Region 4 ESC.

We were among the first direct marketers, qualified by manufacturers, to market computer systems to end users. These established manufacturer relationships enable us to offer you deep pricing discounts.

Web Portal Pricing: Our discounted pricing for the Region 4 ESC contract will be directly tied to a special pricing code (ASP) that will constantly and consistently apply the agreed upon contractual discounts to our published and publicly available online catalog. This method allows for complete transparency and may be audited at any time for accuracy by Region 4 ESC.

iv. Describe lease/rental options available including financing information.

Connection Response: Connection offers various financing options and will assist Region 4 ESC Members to garner the appropriate method of financing, so they can enjoy the requested products and services. For qualified Members, we offer Net 30 term accounts as well as flexible operating and capital leasing packages, with payment structures designed to match cash flow needs and budget cycles.

Leasing Options: We work with several leasing partners, among them are Connection Financial Services, Dell Financial Services, Cisco Financial Services, HPE Financial Services, Lenovo Financial Resources and VarResources. We will work with customers to isolate their needs and to determine what the most important features and services are in their leasing solution.

With this information, your Account Manager can assist in making recommendations that best fit the individual customer's needs. Each leasing company has a unique set of services and benefits offered as well as their own terms and conditions. Rates are determined based on the credit worthiness of the customer, the length of the lease and the total amount financed.

Your Connection Account Managers can assist with the Members' leasing needs, from completing the leasing credit applications to picking up and returning computers at the end of the lease, if desired.

Listed below are examples of some of the ways Connection, in conjunction with the selected leasing partners, can best manage leasing on behalf of Region 4 ESC Members:

- 100% financing of the installation, software, hardware costs, extended warranties, and accidental breakage protection plans.
- Customers will decide if they prefer the lease billing to be monthly, quarterly, or annually.
- Billing for equipment on lease will be sent directly to the participating customer, from the selected leasing company.
- Each customer will be able to swap out leased computers for like kind computers during the lease.
- The type, quantity, and location of leased assets are available at any time.
- Asset tagging or labeling is not required, however this can be provided by Connection, upon request.
- Each customer will have the ability to prepay the leases at any time.
- Each customer can purchase the computers at lease end for Fair Market Value, continue leasing the computers, or simply return the computers.
- Customers are not required to return equipment in its original packing materials.
- Equipment return, pick up, packing, and shipping can also be included at lease end.
- Hard drive destruction/data wiping is offered to ensure that private and confidential data is forever removed from every computer.

v. Describe any shipping charges.

Connection Response: Connection has a 99% ship rate and will ship most in-stock items the same day the order is received. We will offer FREE FOB, ground shipping on all products. Please note, this *excludes* heavyweight, expedited, or hazardous material orders. We offer Region 4 ESC members a broad range of delivery options, ranging from standard overnight and second day delivery to ground, time definite, and truckload services. Connection uses standard small package carriers such as USPS and UPS, FedEx, Roadway, and Yellow to deliver larger shipments. Ground shipments would be routed "Ground Best Way" via these or other carriers.

Connection also arranges specialized transportation services such as inside delivery, package removal and product set-up. If such services are required, Members are asked to contact their Account Manager to arrange and for a tailored rate quote.

For orders classified as heavyweight or DIMM, Connection will add our discounted shipping charges to the invoice. Heavyweight shipment is defined as a single item over 150 pounds or multiple items over 300 pounds. For orders classified as “Heavy" or "DIMM,” the shipping terms will be FOB Destination, Freight Prepaid and added. DIMM is defined as a package that has large size to weight ratio. Liftgate, Inside Delivery and/or Delivery Appointment service charges will be added to the invoice.

BOT (By ocean transit / delivery to Alaska or Hawaii) delivery is also available, at an additional charge and is quoted on a case-by-case basis.

Rest assured, Connection will work with Region 4 ESC and their members to discuss and negotiate any additional delivery fees on a case-by-case basis.

vi. Provide pricing for warranties on all products and services.

Connection Response: Connection will provide pricing on all products and services. As Connection is the reseller of the products and not the manufacturer, Connection will pass through all manufacturer warranties to Region 4 ESC members. Warranty coverage varies by manufacturer products.

vii. Describe any return and restocking fees.

Connection Response: If, upon receipt of your order, any problems or discrepancies are discovered, the Region 4 ESC member should notify their Account Manager within 30 days of purchase, to return defective product, for repair, credit or replacement, for up to 30 days from the date of receipt. After this period, the individual manufacturer's warranty/return policy will come into effect. However, rest assured, even after the manufacturer’s warranty process is in place, Connection’s Account Managers will be able to assist, if needed, between the member and the manufacturer.

Within 30 days, all non-defective returns authorized by Connection, whether opened or unopened, will not be assessed a restocking fee, and must be authorized for return within 30 days from date of receipt. After the 30-day period, a 15% restocking fee will be charged. The returned items must be 100% complete, contain ALL original boxes and packing material, have original UPC codes on the manufacturer's packaging, contain all blank warranty cards, accessories, and documentation provided by the manufacturer.

Authorization for return may be obtained by calling your Account Manager, Customer Care at 1-888-213-0259 or by e-mail at customerservice@connection.com. Customer will be issued a Return Merchandise Authorization (RMA) which is valid for 10 days. Failure to return a product within such 10-day authorization period will be deemed to be an acceptance of the product.

However, Connection is always willing to work with the customer and may make exceptions on a case-by-case basis.

Return policies are subject to the various manufacturers' policies. Many manufacturers have imposed certain return restrictions. Consequently, Connection reserves the right to decline specific return requests based on those restrictions. Be sure to ask your Account Manager about specific return conditions before you purchase any item.

Certain items such as CTOs, BTOs and Software are not returnable, except for defects requiring repair under warranty. At the time of sale, customers are advised to check the website www.connection.com/ps. As always, Connection is willing to negotiate and work with the manufacturer on behalf of our customers to arrive at an agreeable solution.

For complete details and additional information on returns and restrictions, please reference our returns policy located at https://www.govconnection.com/IPA/Content/Support/Returns/PCCGOV/Default.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Connection Response: In addition to the aggressive pricing proposed herein, Connection will work with manufacturers and internal programs to apply a volume discount for orders of six (6) or more of the same item. As manufacturer practices and pricing vary widely, this offer is dependent upon the manufacturer and their ability to offer volume discounts. These opportunities will be pursued, and Connection will pass along discounts when available.

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Connection Response: Pricing for the Region 4 ESC contract will be directly tied to a special pricing code (ASP) that will constantly and consistently apply the agreed upon contractual discounts to our published and publicly available online catalog. We offer secure, online, e-Commerce solution sites. Discounted Region 4-specific contract codes will be loaded onto the sites to ensure that when Region 4 ESC members order a specific product, that they will receive the agreed upon contract pricing.

Once the Region 4 ESC member is logged into their web ordering page, the contract code will only allow the discounted product pricing to be applied and will not allow for excluded products to be placed on order. The same function is built into our internal order entry system and will not allow the Connection representative or any delegate to place orders for excluded products. This method allows for complete transparency may be audited at any time for accuracy by Region 4 ESC and its members.

The Process: ASPs are created in our internal order management systems and imported into our B2B sites. ASPs calculate the contract maximum sell price by use of the appropriate formula (list minus, etc.). ASPs feed sku's and pricing directly from our CRM system during the quoting process to ensure that only

Region 4 ESC contract compliant products are available for quoting at contract compliant pricing. ASPs can be updated, as needed, if contract pricing changes, or per customer needs (i.e., Member Specific Agreement requirements).

Payment Methods: Connection can accept payments several different ways. Payments can be transacted with:

- Credit or Procurement Cards: Connection accepts all credit or procurement cards ("P-Cards") issued by an established and accredited bank, either online or over the phone. Connection doesn't recommend adding your credit card number to purchase orders and submitting via fax as this is an unsecure method of relaying your proprietary card numbers.
- Purchase Order: A purchase order with net terms may be provided. Bill to information is stored so that all invoices are directed to the exact location the customer requires.
- EDI and electronic transfers.
- Check payment

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Connection Response: Connection acknowledges and understands. Pricing will be dynamic and based on these publicly available list prices at the time of order. The offered discount will remain firm for the term of the contract.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

Connection Response: Future product introductions will be priced at the same category discounts offered within this response. Connection has strong relationships with over 1,600 manufacturers and offers over 425,000 name brand technology products and numerous other services. We are continuously expanding our product portfolio to meet the specific needs of our customers and to offer the latest advancements in technology.

xii. Provide any additional information relevant to this section.

Connection Response: We offer a partnership that can deliver the most comprehensive solution. Connection's offer is based on our unique capabilities that cannot be matched due to the extent and breadth of our expertise and the long reaching product and services knowledge base. We believe that price, product selection and availability, combined with service and support, are the most important competitive factors in our industry.

Some of the differentiators that set us apart from the competition include:

Experienced / Highly Trained
Connection believes our employees, specifically our tenured sales force, are the lifeline for our customers. We invest in training programs for our service and support personnel, with an emphasis on putting customer needs and service first. We continually expand and tailor our training and evaluation programs, system enhancements, and sales tools to focus on assisting our sales personnel in improving their expertise and effectiveness. Because of this, constant training and improvement are a priority. We want our customers to respect and trust the knowledge provided by their dedicated account team.

Objective Solution Recommendations
Connection has a history, of over 39 years, of maintaining strong, long-standing manufacturer / vendor partner relationships; we were among the first direct marketers, qualified by manufacturers, to market computer systems to end users. Our current portfolio includes products from over 1,600 manufacturers. These established manufacturer relationships enable us to offer you deep pricing discounts.

One of the most important IT needs is to procure lasting products at high cost savings. As a premier, authorized reseller having no ownership affiliation with any of these partners, we can garner extremely competitive pricing for Region 4 ESC.

Free FOB, Standard Ground Shipping
Connection has a 99% ship rate and we can ship most in-stock items the same day the order is received. We will offer FREE FOB, standard ground shipping on all products.

Financially Stable
Connection Public Sector Solutions is part of the Connection family of PC Connection, Inc. As such, we offer a financially stable, Fortune 1000 company you can count on. Connection has the financial ability and breadth of resources to meet all the requirements outlined within your RFP. All financial reporting for GovConnection, Inc. d/b/a Connection Public Sector Solutions is made through our parent company PC Connection, Inc. The most current corporation financial statements and annual reports can be read at http://ir.pcconnection.com/.

Accessibility
At Connection, our Sales Managers and Account Managers interact daily with our President, Bob Howard, and Vice President, Bob Marconi, so they are very close to the business and in tune with what our customers are asking for. This means that you have access to the top levels of our management with a quick phone call or email. We are highly responsive, nimble, and adaptive. If you need us to change a process quickly, we can get this changed and still meet timelines.

Account Team Structure and Roles
Connection has been teaming with Region 4 ESC for over two decades and has an experienced team of professionals in place and ready to service the Region 4 ESC account. Your dedicated Account Managers understand the needs of IT decision makers and are trained to help you gain an advantage with efficient, well-designed solutions.

You receive our full attention throughout all stages of the IT lifecycle—from researching and planning to purchasing, installation, and asset disposition.

Complete Satisfaction
Connection understands the importance of transparency and the information flow between our customers and our team. Communication is crucial to the success of any contract. Our sales team will conduct weekly conference calls, quarterly program performance reviews to ensure compliance, as well as onsite visits, to update Region 4 ESC on project status, discuss new product offerings, discuss services options, and to listen and learn about any potential issues or concerns. Our intent is to provide complete transparency in our processes and a means to ensure continuous improvement. If you need us to change a process, we are flexible and approachable enough that we can incorporate these changes quickly.

When informed of a potential issue, they commit to respond within 2 hours to address the situation. Complete customer satisfaction is our goal7

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Connection Response: Connection is offering pricing in the form of fixed discounts from our standard verifiable web catalog list price on all products and SKU'd services. This list price is available via our web site catalog located at www.connection.com/ps. We offer discounts, by product category, from Connection's web catalog list price. Pricing will be dynamic allowing for lower pricing to be offered when possible and based on these publicly available list prices at the time of order. The offered discount will remain firm for the term of the contract. If a percentage discount causes the sell price to fall below our standard cost, the sell price shall be adjusted and honored at Connection's standard cost.

Additionally, Connection will not be required to sell below Connection's Standard cost due to percent discount from list. In addition, there shall be no Contract Fees paid on purchases made at Connection's Standard cost.

Please see Connection's Web List Minus by Market Group on the next page of this response.

Important Information

Coronavirus Notice:
Notwithstanding anything else to the contrary contained in this proposal or RFQ, Connection shall in no event be liable for delivery delays that are caused by circumstances beyond Connection's reasonable control, including without limitation, carrier delays, product unavailability, fire, acts of God or government agency, severe weather, acts of war, labor shortages, power failures or health pandemics. Furthermore, Connection shall not be liable for any global shipping delays caused by the Coronavirus outbreak. Order status can be obtained from: https://www.connection.com/IPA/Reporting/OrderTrackingRequest

Connection's Remit-To address is:
GovConnection, Inc.
P.O. Box 536477
Pittsburgh, PA 15253-5906

Web List Minus by Market Group

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PERFORMANCE CAPABILITY

b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Connection Response: Connection acknowledges and understands.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Connection Response: Connection acknowledges and understands.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Connection Response: Connection acknowledges and understands.

iv. Describe how Offeror responds to emergency orders.

Connection Response: Connection can ensure that in the event of a Region 4 ESC emergency situation or immediate need, our Single Point of Contact and Account Manager will be available 24 hours a day, 7 days a week to assist in any way possible in order to initiate the order process. Based on the urgency, expedited shipping can be offered for an additional charge. In addition, Corey Petersen, Director of SLED Sales, will also be available to assist.

Contact Information for Corey is as follows:

Phone: 800-800-0019 ext. 75554
Cell Phone: 605-659-6442
Email: corey.petersen@connection.com

v. What is Offeror's average Fill Rateo

Connection Response: Connection's order fulfillment statistics are as follows:

Connection maintains a same day order fulfillment rate for in-stock, pick and ship products of 99.5%.

- Order Accuracy: 99.998%
- Delivery time frame: In-stock products are typically delivered within 2-5 business days.

Coronavirus Notice: Notwithstanding anything else to the contrary contained in this proposal or RFP, Connection shall in no event be liable for delivery delays that are caused by circumstances beyond Connection's reasonable control, including without limitation, carrier delays, product unavailability, fire, acts of God or government agency, severe weather, acts of war, labor shortages, power failures or health pandemics. Furthermore, Connection shall not be liable for any global shipping delays caused by the Coronavirus outbreak. Order status can be obtained from:
https://www.connection.com/IPA/Reporting/OrderTrackingRequest

vi. What is Offeror's average on time delivery rateo Describe Offeror's history of meeting the shipping and delivery timelines.

Connection Response: Connection implements a 97% on-time delivery; however, that rate reflects the success of the shipping carriers, not Connection. Connection maintains other service metrics for delivery success. For example, we fill our orders with a 99.998% accuracy rate, and we ship 97% of our orders on the day that those orders are printed.

vii. Describe Offeror's return and restocking policy.

Connection Response: If, upon receipt of your order, any problems or discrepancies are discovered, the Region 4 ESC member should notify their Account Manager within 30 days of purchase, to return defective product, for repair, credit or replacement, for up to 30 days from the date of receipt. After this period, the individual manufacturer's warranty/return policy will come into effect. However, rest assured, even after the manufacturer's warranty process is in place, Connection's Account Managers will be able to assist, if needed, between the Member and the manufacturer.

Within 30 days, all non-defective returns authorized by Connection, whether opened or unopened, will not be assessed a restocking fee, and must be authorized for return within 30 days from date of receipt. After the 30-day period, a 15% restocking fee will be charged. The returned items must be 100% complete, contain ALL original boxes and packing material, have original UPC codes on the manufacturer's packaging, contain all blank warranty cards, accessories, and documentation provided by the manufacturer.

Authorization for return may be obtained by calling your Account Manager, Customer Care at 1-888-213-0259 or by e-mail at

customerservice@connection.com. Customer will be issued a Return Merchandise Authorization (RMA) which is valid for 10 days. Failure to return a product within such 10-day authorization period will be deemed to be an acceptance of the product.

However, Connection is always willing to work with the customer and may make exceptions on a case-by-case basis.

Return policies are subject to the various manufacturers' policies. Many manufacturers have imposed certain return restrictions. Consequently, Connection reserves the right to decline specific return requests based on those restrictions. Be sure to ask your Account Manager about specific return conditions before you purchase any item.

Certain items such as CTOs, BTOs and Software are not returnable, except for defects requiring repair under warranty. At the time of sale, customers are advised to check the website www.connection.com/ps. As always, Connection is willing to negotiate and work with the manufacturer on behalf of our customers to arrive at an agreeable solution.

For complete details and additional information on returns and restrictions, please reference our returns policy located at https://www.govconnection.com/IPA/Content/Support/Returns/PCCGOV/Default

viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

Connection Response: Connection resells over 425,000 products from over 1,600 manufacturers. Each manufacturer provides their own warranty service, so depending upon the product/manufacturer selected, the warranty service facilities would vary widely. Service facility details and contact information will be provided upon request, for specific manufacturers.

Warranty Service: Warranty service will be determined on a case-by-case basis and is dependent upon the product(s) and warranties purchased. Connection will work with each member to ensure their specific warranty needs are met for each product they purchase.

Technical Support Service: Technical Support Service will be determined on a case-by-case basis and is dependent upon the product(s) and warranties purchased. Connection will work with each member to ensure their specific needs are met for each product they purchase. Connection will provide sales support at no additional charge during our normal hours of operation.

Replacement Parts: Replacement part provisioning will be determined on a case-by-case basis and is dependent upon the product(s) and warranties purchased. Connection will work with each member to ensure their replacement part needs are met for each product they purchase.

Since Connection is not the manufacturer of the products purchased, we pass through the warranties of the manufacturer. Connection warrants that we have good title to the hardware products we sell, and that we have proper authority to license the software products we distribute.

We do not warrant the performance or integrity of any Product, but merely pass through to the Customer whatever end-user warranty the manufacturers or software publishers provide with their respective products.

STATEMENTS MADE TO YOU IN THE COURSE OF ANY PRIOR, CURRENT, OR FUTURE SALE ARE SUBJECT TO THE YEAR 2000 INFORMATION AND READINESS DISCLOSURE ACT, (___U.S. C.___) (P.L. 105-271). IN THE CASE OF A DISPUTE, THIS ACT MAY REDUCE YOUR LEGAL RIGHTS REGARDING THE USE OF ANY SUCH STATEMENTS, UNLESS OTHERWISE SPECIFIED BY YOUR CONTRACT OR TARIFF.

GOVCONNECTION AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES OR AFFILIATES OF GOVCONNECTION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

We have no control over the technology of the products sold herein, and therefore cannot and do not indemnify Customer for claims by third parties that Products infringe any patent, copyright, trademark or trade secret. We will PASS THROUGH any such indemnity it receives from the Product manufacturer or supplier.

ix. Describe Offeror’s customer fulfillment process

Connection Response: Connection has relocated our Distribution and Configuration Center operations to a tremendous, cutting-edge facility that has effectively doubled our capacity for shipment and custom configuration, positioning us to meet your needs well into the future. Our commitment to customer service and satisfaction is our top priority, and our enhanced facility enables us to respond to customer needs—and continue to offer a quality of service that is second to none. Our new facility is 268,000 square feet. This gives us not only more room to provide continuous product availability, but also room to hire more staff to complete more projects in a day. With this increased capacity, we are now capable of completing more than 2,000 custom configurations in a day, which helps us serve more customers with our proven approach to rapid response.

To assure fulfillment of overnight requirements, we maintain our own inventory, stocking our 11,000 most frequently purchased items in our warehouse to ensure regular shipment of 6,000–8,000 orders per day. Replenishments are ordered daily and are delivered the next day to our distribution center via dedicated trucks.

Connection can perform several services out of our Technology Integration and Distribution Center (TIDC).
For additional information on the dependable and seamless distribution and

fulfillment offered by Connection Public Sector Solutions' TIDC, we hope you will enjoy the video located at the bottom of the page via the following link: http://www.govconnection.com/technology-services/distribution-and-configuration-center and in the Configuration and Distribution Center Brochure on the following pages.

x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Connection Response: Your first point of contact to resolve any customer services issues, should be your dedicated Connection Account Manager. If there is a service problem that your Account Manager is not able to resolve, those problems are immediately escalated up the sales management chain.

Escalation Team Points of Contact.

- Corey Peterson, Director of SLED Sales Phone: 800-800-0019 ext. 75554, 605-659-6442
- Bob Marconi, VP SLED Sales Phone: 800-800-0019 ext. 33331
- Lisa Trisciani, VP Field Sales Phone: 800-800-0019 ext. 603-533-0916

When informed of a potential issue, they commit to respond within 2 hours to address the situation.

Connection's normal business hours are Monday through Friday, 8:00 a.m. – 5:30 p.m. ET. Connection closes for business on the following days:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- The day after Thanksgiving
- Christmas

However, we are available to Region 4 ESC members, 24 x 7, and have included the following contact for after-hour emergencies:

Corey Petersen, Director SLED Sales
Phone: 800-800-0019 ext. 75554
Cell: 605-659-6442
Email: corey.petersen@connection.com

In addition to the Escalation Chain listed above, we also offer the following customer service options:

Connection Customer Care Center
Keene, NH
888-213-0259
M-F 8:30am to 6:30pm, ET

xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Connection Response: Customer invoicing is done daily for all shipped orders. Special development & processing may be required to generate invoices on a monthly basis. Invoices can be generated electronically and will become available to the customer via our B2B portal. Connection will not charge additional fees for P-card/Credit Card payment processing. Connection's payment terms are Net 30, by ACH, check or wire. Credit cards may be used for payment at the time of order. Net 30 accounts may not be paid by credit card. Connection can accept payments several different ways.

Payments can be transacted with:

- Credit or Procurement Cards: Connection accepts all credit or procurement cards ("P-Cards") issued by an established and accredited bank, either online or over the phone. Connection doesn't recommend adding your credit card number to purchase orders and submitting via fax as this is an unsecure method of relaying your proprietary card numbers.
- Purchase Order: A purchase order with net terms may be provided. Bill to information is stored so that all invoices are directed to the exact location the customer requires.
- EDI and electronic transfers.
- Check payment

xii. Describe Offeror's contract implementation/customer transition plan.

Connection Response: By partnering with Connection, Region 4 ESC's transition to the new contract will be seamless. The new contract pricing will be integrated within the e-procurement site and available on Day One of the new contract, resulting in no downtime for Region 4 ESC.

Initially, Region 4 ESC's contribution is crucial in order to implement a successful transition to the Technology Catalog Solutions Contract. Our team will meet with yours to develop a mutually agreeable transition and implementation plan to set forth the key milestones and the tasks to be completed.

To help to ensure the success of this program, Region 4 ESC's contribution will be necessary to work with Connection in the following ways:

- Identifying needs and expectations at the beginning of the relationship;
- Defining preferences and requirements within our internal systems (e.g. specifying order requirements so that products only ship as complete orders, only ship via ground, etc.) to prevent errors from occurring;
- Soliciting ongoing feedback to tailor processes and procedures to individual company needs.
- Provide open communication and complete transparency as these are critical to the success of any business relationship.
- Pass along customer feedback and performance assessment, both positive and negative. We have learned that this contributes to a more positive relationship and trustworthy relationship, providing a better experience for our customers and for us. Feedback is welcomed as often as necessary.

Contract Integration
Connection understands the unique nature of Technology Catalog Solutions that result in national cooperative contracts, supplying members with IT products and services.

Comprehensive contract training will be provided to the Connection Sales Team, the Management Team, the vendors, manufacturers, and the contract managers. We commit to train and aggressively promote the Region 4 ESC contract.
The following are some examples of the ongoing Region 4 ESC contract training that will be required by Connection:

- Regional team meetings for AMs and AAMs
- WebEx's for Business Development Managers and remote Account Managers
- Onsite Manufacturer training sessions with each of the highlighted partners
- Repository available for Region 4 ESC collateral and tutorial

Connection will work closely with Region 4 ESC's team for a strategy and account mapping. Communication and marketing of the awarded contract will be done verbally, with all existing and new customers, as well as in the following ways:

- Co-branded email to Connection's entire education, healthcare and state and local agencies lists, highlighting contract and special offers for Members
- Listed on contracts page linking to customized Region 4 ESC member contract webpages
- Social media campaign to increase awareness of contract
- Google AdWords campaign to increase awareness of contract
- Webinar with Region 4 ESC members
- Custom collateral

Connection's Contracts and Compliance Group provides training to the sales organization for all new contract awards and ensures pricing terms are hard coded into our order management and sales quoting tools, providing automated pricing specific to the contract. While we utilize the complete buying power of all the PC Connection companies, we are still small enough to quickly roll out information, terms and pricing structures to our sales organization.

Our sales team will coordinate weekly conference calls, will conduct quarterly program performance reviews to ensure compliance, as well as on-site visits, to update Region 4 ESC on its contract purchases, discuss new product offerings, discuss services options, and to listen and learn about any potential issues or concerns. Our intent is to provide complete transparency in our processes and a means to ensure continuous improvement. If at any time Region 4 ESC needs us to change a process, we are flexible and approachable enough that we can incorporate these changes quickly.

xiii. Describe the financial condition of Offeror.

Connection Response: With $3 billion dollars of buying power, Connection has priority access to the biggest IT brands in the industry—granting us the ability to maximize product availability. Connection is part of the Connection family of PC Connection, Inc. As such, we offer a financially stable, Fortune 1000 company you can count on. Connection has the financial ability and breadth of resources to meet all the requirements outlined within your RFP. All financial reporting for Connection Public Sector Solutions is made through our parent company PC Connection, Inc. The most current corporation financial statements and annual reports can be read at http://ir.pcconnection.com.

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Connection Response: Connection has the capabilities in place to support a robust order management system for Region 4 ESC. We offer a secure, online, e-Commerce solution site that is customizable for each account. Connection, along with our B2B website, can help you streamline your IT purchasing. Our B2B website helps you standardize your purchasing practices, control unauthorized spending, reduce paperwork, and increase productivity.

These sites offer an efficient procurement channel with benefits that include purchasing authorization control and reporting, among many others.

These sites will ensure that products and services that are not on contract, will not be sold. Region 4 ESC-specific pricing for Region 4 ESC-selected products will be loaded onto each site. Connection's Order Entry and Account Management systems will accept a custom contract code that will not allow excluded products to be ordered on contract. Once the Region 4 ESC user is logged into their web ordering page, the contract code will not allow for excluded products to be placed on order. The same function is built into our internal order entry system and will not allow the Connection representative or any delegate to place orders for excluded products.

Region 4 ESC-specific pricing can be viewed at www.govconnection.com using the login and password listed below.

Login: region4bid@pcc.ide

Password: Region4bid

Some of the features and benefits to Region 4 ESC include:

- Shop Region 4 ESC-priced, discounted products, over 425,000 technology items, or create a custom catalog of agency approved products only.
- Account dashboard landing page can be customized with personalized messaging, logo, along with recommended and product standards for individual purchasers.

- Users research and shop product technology, pricing, specifications, system requirements and compatibility with our easy to use navigation tools.
- Create and save quotes. The quoting system allows users to request online quotes from the Region 4 ESC Account Team.
- Create personal quick lists (favorites) for frequently purchased items.
- Check real time order status.
- Multiple level hierarchy of purchase authorization – shopper, buyer and management. Each level can have different permissions and authorizations.
- Users can transact orders independently with payment options of credit card and/or Purchase Order.
- Reporting capability based on User rights including: Order Tracking, Proof of Purchase/Invoicing, Purchase History, Invoice.

xv. Describe the Offeror's safety record.

Connection Response: Connection's EMR and Incident Rate from 2019 is:

- 2019 EMR: 1.00
- 2019 Incident Rate: 0.047

xvi. Provide any additional information relevant to this section.

Connection Response: Connection will also offer the following added value listed below:

Campus Stores
Connection Public Sector Solutions has many successful, virtual, campus stores. Virtual campus stores are customized websites offering customer-specific products and bundles and/or product catalogs with customer-specific discounts. These are offered to students and faculty, with the ability to ship to their homes. We also offer the ability to supply these campus stores with inventory for phased deployments and shipments of products, if required.

Employee Purchase Program will be offered to all Region 4 ESC employees at your discounted prices.

Sponsorship Opportunities
Any sponsorship opportunities brought forward to Connection Public Sector Solutions will be reviewed by our management team. Previous sponsorships have included Supplier Mixer, One-to-Many events, Golf Tournament Sponsorships, Breakout Sessions at NAEP, etc.

Lunch and Learns

Connection will deliver a Catered Multi-Customer event where one or many vendor partners give presentations regarding current product and new technology.

Speed Training

Connection will deliver a set of vendor partners to detail new technology, new roadmaps, emerging technology or new offerings in 10-15 minutes. The larger group of attendees is broken down into smaller groups and after the 10-15-minute window expires, each group moves to a new vendor partner. This gives each partner a quick opportunity to update guests and the guests the option to schedule more time with the vendors of choice.

Vendor Fair

Connection will deliver a Vendor Fair where the end user agency decides the attendee vendor partners or is left up to Connection to select. Connection is responsible for arranging the place, time and vendor partners to attend. This is usually a 4-6-hour window where the vendor partners have tables and agency employees are able to select the booths they would like to visit. This gives the Region 4 ESC employees the freedom to attend when their schedule allows.

Webinars

Connection can deliver Webinars where we use Subject Matter Experts to deliver roadmaps, new technology, emerging technology, updates and answer questions about best practices.

Call Campaigns

Connection will utilize targeted call campaigns to highlight vendor partners or innovative products.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Connection Response: Connection has been a recognized leader in the IT reseller arena for over 39 years, as a leading National Solutions Provider and premier reseller of over 425,000 IT products and services from more than 1,600 manufacturers. We have established a long, successful history of supporting K-12, higher education (HIED), and state and local institutions, nationwide, and are committed to servicing these institutions, as is reflected in the following statistics:

- 26-year rich, longstanding, history with Region 4 successfully providing IT products and services.

- In 2019, education sales totaled over $455M of Connection® Public Sector Solutions' total sales.
- Active customers span the entire U.S. and some outside the continental U.S.
- We have over 60 field and inside sales representatives dedicated to servicing our K–12 and HIED customers.

Our history with Region 4 ESC is something we truly value. Our first order with Region 4 ESC dates to 1995, providing Enterprise Networking products, Drives & Storage Hardware and Home & Leisure software.

Our customers have come to recognize and rely upon our demonstrated excellence of service and close affinity for the IT needs of the K-12 and HIED environment.

B. Total number and location of sales persons employed by Supplier.

Connection Response: Connection has 11 different office locations and employees per location have been listed below:

- Boca Raton, FL: 121
- Dakota Dunes, SD: 29
- Exton, PA: 98
- Keene, NH: 152
- Marlborough, MA: 48
- Merrimack, NH, 730 HQ Office: 648

- Merrimack, NH, 732 Office: 100
- Portsmouth, NH: 71
- Rockville, MD: 48
- Schaumburg, IL: 131
- Shelton, CT: 16
- Wilmington, OH: 242
- Full-Time Remote: 796

The Connection Public Sector Solutions' sales team will provide nationwide coverage of the Region 4 Contract. This team will be fully trained to utilize and promote this contract and will consist of:

- 1, VP SLED Sales (New Hampshire)
- 1, Sr. Director of SLED Sales (Ohio)
- 2, Directors of SLED Sales (New Hampshire, South Dakota)
- 8, Sales Managers
    - 2, Ohio
    - 2, South Dakota
    - 1, Connecticut
    - 3, New Hampshire
- 103, Account Managers
    - 24, Ohio
    - 24, South Dakota
    - 14, Connecticut
    - 37, New Hampshire
- 1, VP SLED Field Sales
- 1, Sr. Sales Manager Field Sales
- 18, Business Development Managers (Field Sales)
- 3, Vertical Alliance Managers
- 2, Microsoft Innovator Educators
- 2, Apple Business Development Manager

C. Number and location of support centers (if applicable) and location of corporate office.

Connection Response: Please see the number and location of support centers listed below.

- Merrimack, NH Sales Office
  732 Milford Road
  Merrimack, NH 03054
  Corey Petersen, Dir. SLED Sales

800-800-0019
Corey.Petersen@connection.com

- Keene, NH Call and Service Center
  450 Marlborough Street
  Keene, NH 03431
  800-800-0014

- Shelton, CT Sales Office
  100 Beard Sawmill Road
  Shelton, CT 06484
  Corey Petersen, Dir. SLED Sales
  800-800-0019
  Corey.Petersen@connection.com

- Dakota Dunes, SD Sales Office
  800 Stevens Port Drive, Suite 900
  Dakota Dunes, SD 57049
  Corey Petersen, Dir. SLED Sales
  800-800-0019
  Corey.Petersen@connection.com

- Wilmington, OH Sales Office & Distribution and Configuration Center
  2870 Old State Route 73
  Wilmington, OH 45177
  Corey Petersen, Dir. SLED Sales
  800-800-0019
  Corey.Petersen@connection.com

D. Annual sales for the three previous fiscal years.

Connection Response: Please see the pre-audit sales data for the last three (3) years outlined below:

SLED Vertical	2020 Sales Revenue
HIED	$204,005,871
K12	$187,544,705
OTHER	$20,347,570
STLCL	$79,463,811
Grand Total	**$491,361,958**

Division	2018	2019	2020
BSG	$1,271,240,869	$1,339,005,671	$1,275,985,058
PSG Federal	$190,458,268	$262,744,918	$172,999,618
PSG SLED	$420,113,125	$454,734,427	$492,463,954
Total:	**$1,881,812,262**	**$2,056,485,016**	**$1,941,448,631**

a. Submit FEIN and Dunn & Bradstreet report.

Connection Response:

Connection's FEIN Number is 52-1837891. A link to the Dunn & Bradstreet report is listed below for your convenience:

https://www.dnb.com/business-directory/company-profiles.govconnection_inc.e359315cb258dba0a47cc371a0355069.html

E. Describe any green or environmental initiatives or policies.

Connection Response:

Our Commitment to Environmental Responsibility

Connection Public Sector Solutions has had a long-time commitment to good environmental practices, with several established environmental and sustainability policies and programs in place, to meet the requirements of our environmentally conscious customers. In fact, one of the founders of Connection, Patricia Gallup, pioneered the first environmentally friendly packing, eliminating the use of packing peanuts in our organization.

As a leading provider of IT products and services, Connection Public Sector Solutions has built a reputation on delivering creative answers to complex problems. That's why our approach to eco-friendly operations should come as no surprise. From high-tech solutions to low-tech ingenuity, we're deeply committed to utilizing every available opportunity to reduce our impact on the world around us.

Whether it's cutting-edge virtualization in the server room or energy-efficient lighting in the break room, we're doing everything possible to make green technology a part of the workplace. Protecting the environment isn't always the easiest thing to do, but it's the right thing to do—and that makes all the difference in the world.

Here are just a few of the ways we are taking up the challenge of creating greener operations:

- All the products we resell that are Energy Star, EPEAT and/or RoHs rated are in the process of being identified and listed as such, on our website. We also utilize the EPEAT website for identifying ratings across the most used IT products.
- Our distribution center tries to ship our packages in as green a manner as possible.
- We have eliminated the use of packing peanuts.
- The shipping cartons we purchase are manufactured with 45% recycled raw material.
- Packing paper we use as dunnage in our shipping cartons is manufactured with 40% recycled raw material.
- Recycling programs, packaging minimization programs, and responsible materials management eliminate waste and preserve natural resources. All waste cardboard and paper is isolated and recycled—and we purchase recycled paper goods, toner cartridges, and similar consumables whenever possible. Industry standard, single wall, corrugated cardboard shipping

boxes are utilized for shipping items from the distribution center. Recycled newspaper grade paper or recyclable plastic air pillows are used as packing materials inside the boxes. Boxes are sealed with a single strip of 2" wide 3M cellophane tape.

- We recycle ALL corrugated boxes from suppliers—approximately 140 tons per year. All stretch wrap is also recycled.
- Any material that is not directly reused goes to a contractor that sorts and recycles refuse. We donate our unused office equipment including computers, monitors, printers, copiers, excess office supplies, and furniture to a not-for-profit organization. On a much larger scale, all of our facilities are within “recycled” buildings. Repurposed from their former uses, their renovation reduces wasteful new construction and reinvigorates the local community without adding to urban sprawl.
- Virtual trade shows and seminars allow our customers to access information and experts to help them make technology investment decisions—without having to travel across the country. Connection Public Sector Solutions has hosted more than 5,000 users through our online events and trade shows.
- Utilizing online capabilities ensures that climate-changing gases are not released into the atmosphere from automobile or air travel.
- Telecommuting keeps vehicles off the road and gives many of our employees the ability to work from off-site locations. Armed with the latest remote access technologies and unified communication devices, they have the office resources they need—without using excess natural resources.
- Green information technology is an integral part of our operations at Connection Public Sector Solutions—with virtualization and server consolidation accounting for significant energy cost savings in our data centers. In addition, we have also rolled out LCD monitors and ENERGY STAR 4.0-compliant workstations for our employees—maximizing efficiency while reducing our carbon footprint.
- E-Commerce and online purchasing options make our customers’ supply chain efforts more energy efficient and less paper dependent. We accept online and EFT payments and have moved to an online expense tracking model to eliminate waste.
- Online meeting technologies and videoconferencing decrease our travel to client and vendor offices—increasing convenience and reducing our impact on the environment.
- Our buildings employ electronic energy management systems, which allow the operation and orchestration of numerous mechanical systems as one—with the ability to program different areas of each facility. This delivers precise temperature and lighting control and minimizes energy consumption when a portion of the building is unoccupied. An air circulation system in our warehouse takes advantage of the building’s architectural features and redistributes heated air from the ceiling in the winter and cooler, floor-level air in the summer.
- Green facilities department initiatives are reducing our carbon footprint with low energy lamps, electronic ballasts, and ENERGY STAR-rated

equipment. In addition, all coolants in the air conditioning and refrigeration systems are environmentally friendly. We use low-E glass and special shading systems to control heat gain and cooling loss—and we incorporate skylights to introduce natural light into the work environment.

- Recovered rainwater is utilized in our irrigation systems, creating beautiful landscaping without putting extra demand on precious water resources.
- One of our green initiatives is to encourage our customers to be aware of the amount of resources it takes to issue an order request for a single item, especially when they are submitting multiple orders. When we have a single order with a single item, we are required to send it in a single carton with its own packing list and packing material (extra packing material to fill a mostly empty carton). This inefficient carton then takes up space in a truck or plane transporting it.

Green Solutions for Every Layer of Our Customers' Organizations

Connection Public Sector Solutions offers green IT products and services that can help customers improve and transform their infrastructure. Customers can adapt to realize significant cost savings while making their operations easier to manage. We can help customers identify ways to lower your environmental impact—and make the best technology choices for their budget.

Greener Infrastructures

- Energy Efficient Data Centers
  - Virtualization
  - Consolidation
  - Improved power and cooling methods
- Efficient Desktop Computing
  - ENERGY STAR 4.0 standards
  - Thin clients
  - Virtual desktop infrastructure
  - Energy Efficient Networks
  - Develop fast, secure connections that use less power
- Greener Data Management
  - Automate and digitize costly paper processes
  - Utilize efficient hardware to save power
  - Manage printer fleets with better tools
- Greener Mobility
  - Organizational Design
  - Notebooks, tablet PCs, handhelds
  - Unified communications
  - Multimedia conferencing
  - Secure remote access and data protection
- Best Practices in IT Recycling
  - Asset disposal and trade-in program
  - Emphasis on safety, security, and minimal environmental impact

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Connection Response: We continuously work with our marketing teams and our purchasing organization to determine how to expand our subcontracting opportunities to include more opportunities for Small Businesses. The Sr. Director of Contracts has provided more focus in creating new opportunities to award to Small Businesses by implementing a requirement that all opportunities must be assessed for Small Business participation.

Connection utilizes small, disadvantaged, minority-owned and/or women-owned, and/or HUBZone businesses, whenever possible. Each situation will be analyzed individually and the partner that best fits the needs of Region 4 ESC, will be used, if possible. However, as Connection is a Value-Added Reseller who does not manufacture products, we can only subcontract to small and socioeconomically challenged businesses that can supply the products and services they are authorized to sell. The following is a partial list of current diverse businesses that we work with:

- Aberdeen, LLC
- Alliance Technology Group, LLC.
- Cambridge Computer Services, Inc.
- Carahsoft Technology Corporation
- Convergence Technology Consulting, LLC
- DSC Logistics
- Digital Intelligence, Inc.
- Envoy Data Corporation
- ESM Solutions
- Force 3, Inc.
- Integration Technologies Group, Inc.
- JAM Software
- JAR Systems, LLC
- L-COM, Inc.
- Lifeboat Distribution
- MobileMatics, Inc.
- Net Direct Systems, LLC
- NSX Technologies, Inc.
- Oki Data Americas, Inc.
- Planar Systems
- Pro-Line System, Inc. / DBA: Ultra Guard Securities
- Protocase, Inc.
- Sole Source Technology, Inc.
- Spectra Logic Corporation
- Systemtools Software, Inc.
- Tripp Mfg. Company

In addition, Connection has a Federal Government Approved Small Business Subcontracting Plan that is valid for FY2020. In this plan, we have proposed to commit to a total of 40% of total subcontracting dollars to small business concerns including Alaskan, Native Corporations, and Indian tribes, Veteran-Owned Small Businesses, Service-Disabled Veteran-Owned Small Businesses, HUBZone Businesses and Women-Owned Businesses.

Additionally, for the past three years Connection Public Sector Solutions has participated in the SBA's Mentor Protégé Program with a Woman-Owned Small Business, a Service-Disabled Veteran-Owned Small Business, and a Veteran-Owned Small Business. As a Prime Contractor to the Federal Government, we are required to prepare and submit a Commercial Subcontracting Plan annually. The plan applies to all sales of commercial items sold by Connection Public Sector Solutions during the Fiscal Year.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Connection Response: Connection can provide installation, as well as several other professional services, nationwide, to Region 4 and its member businesses. Our Account Managers and technical experts are ready to assist you with a complete range of services across key technology areas: Converged Data Center, Cloud, Security, Mobility, Networking, Software, and Lifecycle. With extensive vendor partnerships and a broad selection of over 425,000 products, Connection

combines the professional services, technical expertise, and purchasing power you need for any size project. However, should a specific project require the need of a subcontractor/business partner, Connection has a premier partner network with well over 100 Vetted, Approved and Tested Service Providers throughout the country to augment and expand its existing core capabilities nationally. These service partners provide several types of services within our core services practice areas to expand our national reach and capabilities, as well as specific services in which we may not have expertise. Any of the partners in our premiere partner network are available to our clients through our services team, as needed, to fulfill a customer's request when the Connection Services team finds it necessary to engage a third party for any reason. A scoping call (to assess timeline, location, specifications, etc.) will be done initially, to determine the best resource to fulfill these service needs.

I. Describe how supplier differentiates itself from its competitors.

Connection Response: Connection employs the industry's most tenured sales force. We understand your environment and the external forces that affect you. Using that information, we create customer-centered solutions to match your needs and budget.

Connection offers a partnership that can deliver the most comprehensive solution. Connection's offer is based on our unique capabilities that cannot be matched due to the extent and breadth of our expertise and the long reaching product and services knowledge base. We believe that price, product selection and availability, combined with service and support, are the most important competitive factors in our industry.

Some of the differentiators that set us apart from the competition include:

Objective Solution Recommendations: Connection has a history, of over 39 years, of maintaining strong, long-standing manufacturer/ vendor partner relationships; we were among the first direct marketers, qualified by manufacturers, to market computer systems to end users. Our current portfolio includes over 425,000 products from over 1,600 manufacturers. These established manufacturer relationships enable us to offer you deep pricing discounts.

One of the most important IT needs is to procure lasting products at high cost savings. As a premier, authorized reseller having no ownership affiliation with any of these partners, we can garner extremely competitive pricing for Region 4 ESC.

A Sampling of Connection's recent Vendor recognition includes:

- 2019–Citrix Cloud Partner of the Year
- 2019–Cisco Marketing Velocity U.S. Innovator of the Year
- 2019–HPE Federal Value Server Partner of the Year
- 2019–Aruba Federal Growth Partner of the Year
- 2019–CRN Tech Elite 250
- 2019–CRN Solution Provider 500
- 2019–CRN Managed Service Provider 500

- 2019–Internet Retailer Top 500
- 2019–Fortune 1000 #820
- 2018–Citrix SMB Partner of the Year
- 2018–Cisco U.S. Marketing Innovator of the Year
- 2018–MSI Valued Channel Partner
- 2018–CRN Tech Elite 250
- 2018–CRN Solution Provider 500
- 2018–Internet Retailer Top 500
- 2018–Fortune 1000 #746
- 2017–HPE NSP SLED Partner of the Year
- 2017–A2B Tracking Reseller Partnership
- 2017–Lenovo Platinum Data Center Partner
- 2017–CRN Tech Elite 250
- 2017–CRN Solution Provider 500
- 2017–Fortune 1000 #775
- 2017–Microsoft Excellence in Operations—Double Gold Level
- 2017–Vizient Innovative Technology Designation
- 2017–CHIME Foundation Partner Award
- 2017–ATEN Best Performance Award
- 2017–Red Hat Rising Star Partner of the Year Award
- 2017–Kaspersky Lab Large Account Reseller (LAR) of the Year Award
- 2016–HP MPS Best in Class
- 2016–CRN Tech Elite 250
- 2016–CRN Solution Provider 500
- 2016–Fortune 1000 #825
- 2016–Symantec National Reseller Growth Partner of the Year
- 2016–Dell EMC Healthcare Partner of the Year
- 2016–Continuum of Care Award from Premier Inc.
- 2016–VMware Renewals Partner of the Year
- 2016–ESET Most Valuable Partner
- 2015–Symantec Growth Partner of the Year
- 2015–Microsoft Excellence in Operations Award
- 2015–Dell Partner Direct National Solution Providers Partner of the Year
- 2015–Top 20 on CRN's Solution Provider 500
- 2014–Adobe Reseller Partner of the Year Award
- 2014–Dell National Solutions Provider Partner of the Year
- 2014–Microsoft Excellence in Operations Gold Level Award
- 2014–VMware Mid-Market Partner of the Year for Americas Region

Self-Maintained Inventory: An area where Connection stands apart from our competition is our ability to respond to our customer's needs. Many IT Solution providers rely on distribution partners to maintain inventory and support their customer shipment logistics. Connection is heavily invested in maintaining our own inventory positions and excels at meeting our customers shipping requirements, by keeping those functions within our control. By maintaining our own inventory, Connection has rapid access to products, can offer value-added custom configuration services and can meet shipping demands that others in the industry simply cannot.

Free FOB, Standard Ground Shipping: Connection has a 99% ship rate and we can ship most in-stock items the same day the order is received. We are aware that on occasion, emergency, expedited or specialized delivery options may be required to meet your crucial deadlines. We commit to respond to emergency requests within two (2) hours. To meet these needs, we offer Expedited Overnight, Second Day, BOT (by ocean transport), Heavy Weight, Lift Gate, Inside Delivery, Hazardous Materials Delivery, Package Removal and Installation/Product Setup. If such services are required, we ask that you contact a member of your Account Team to arrange and for a tailored rate quote.

Customer-Centric Approach: Our customer-centric approach focuses on the unique IT goals and challenges facing our customers. We work closely with you before, during and after every purchase to make sure they get exactly what you need, when you need it. As part of the total Connection solution, we provide full support for all the technology we sell. We offer a complete portfolio of IT products and services designed to help our customers get more out of their investment. While other IT suppliers offer only products, and no services, Connection transforms technology; turning trusted brands into complete IT solutions by adding a unique combination of personal service, in-depth expertise and customized support.

Experienced / Highly Trained: Connection believes our employees, specifically our sales force, are the lifeline for our customers. We invest in training programs for our service and support personnel, with an emphasis on putting customer needs and service first. We continually expand and tailor our training and evaluation programs, system enhancements, and sales tools to focus on assisting our sales personnel in improving their expertise and effectiveness. Because of this, constant training and improvement are a priority.

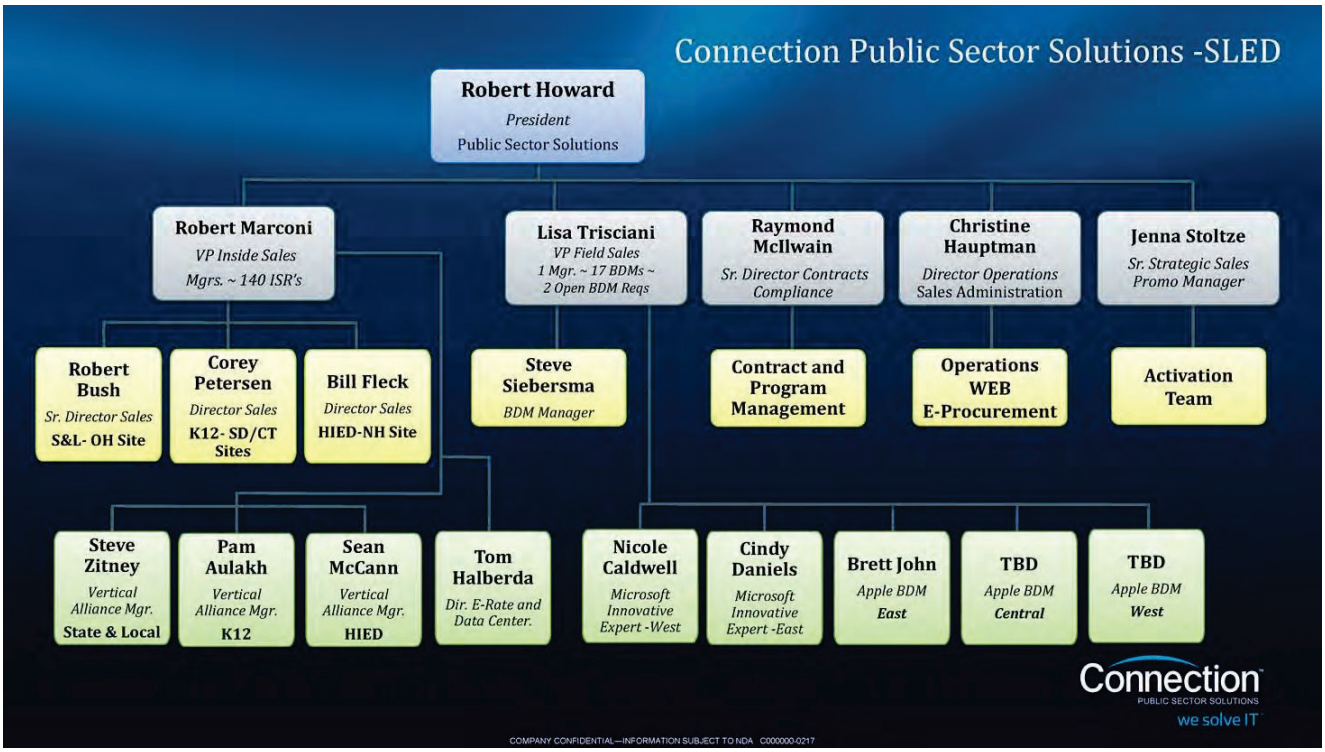
We want our customers to respect and trust the knowledge provided by their dedicated account team. Some of the training programs our employees have access to:

- New Account Managers receive three months of thorough training on product offerings, industry trends, internal infrastructure/applications and available support avenues, prior to being assigned a dedicated territory.
- Continuing Education training is provided, with manufacturers, to keep our employees abreast of industry trends and the latest technology. This is accomplished through Small Group training, vendor forums, WebEx's, and frequent Lunch-and-Learns.
- Vendors such as HP, Cisco, VMWare and Microsoft offer training to allow our sales force to become certified in their products.
- Our parent company, PC Connection, Inc., offers ongoing Professional Development courses including Communication Skills and Microsoft Office Applications.
- Ongoing training is available on Industry Regulations and Contract Requirements.

Region 4's Dedicated Account Team: Our greatest dedicated resource is our seasoned Connection sales team. As part of our partnership commitment, we provide this team to meet all of Region 4's needs. Connection's nationwide sales force will be fully trained on the Region 4 contract and will communicate details of the awarded contract, verbally, to all existing and new customers.

To Region 4, this Connection team brings tenured expertise, extreme cost savings, expansive industry knowledge and exemplary customer service skills. The Key Personnel leading this team will be Corey Petersen, Lisa Trisciani and Bob Marconi. This team is backed by the full support of the entire Connection® Public Sector Solutions' executive team and will ensure that your organization receives the resources to fully support your needs.

CONNECTION PUBLIC SECTION SOLUTIONS ORG CHART



Key Personnel Bios

Corey Petersen, Director SLED Sales

Corey began his career at Connection Public Sector Solutions in 2008. Prior to joining Connection, Corey was with Gateway Computers for over sixteen (16) years, holding several positions during that tenure and has a wealth of experience. In his current role as Director SLED Sales, his responsibilities include supervising the dedicated Account Managers, managing call campaigns to completion, as well as working with the marketing team on all materials and events. Corey reports to Bob Marconi, Vice President of SLED Sales.

Contact Information for Corey:
Phone: 800-800-0019 ext. 75554

Email: corey.petersen@connection.com

Lisa Trisciani, Vice President SLED Field Sales
Lisa brings over twenty-six (26) years of Public Sector experience to Connection, starting in 1994. Lisa leads Connection's Field Sales Organization in strategic initiatives and targeted execution, including trade shows, customer events, one-on-one meetings, contract and manufacturer relationships, and customer goals. Lisa also provides direction to the outside field team and support to senior management support for all of Connection's accounts. She has experience as an Account Manager and Business Development Manager for Connection's largest accounts such as Harvard, MIT, and Yale. She led the first implementations of Connection's e-Procurement for these institutions. Lisa reports to Bob Howard, President.

Contact Information for Lisa:
Phone: 800-800-0019 ext. 77896; Cell: 603-533-0916
Email: lisa.trisciani@connection.com

Bob Marconi, Vice President SLED Sales
Bob has been with Connection for since 1999. His past Connection experience includes Sr. Director of Sales, Director of Operations and sales management. In his current role of Vice President of Sales, Bob is responsible for all U.S. sales to state and local agencies, Non-profit organizations, K-12 schools, and higher education institutions and is responsible for all the Account Management teams with the company. Bob reports to Bob Howard, President.

Contact Information for Bob:
Phone: 800-800-0019 ext. 33331
Cell: 603-913-3896;
Email: bob.marconi@connection.com

Accessibility: At Connection, our Account Managers work closely with senior management. Our team managers are only two levels away from our President, Bob Howard. Our entire Sales Team has daily interactions with our President and Vice Presidents, so everyone stays in tune with customers' needs. This also means that you have access to the top levels of our management with a quick phone call or email. We strive to be highly responsive, nimble, and adaptive, and this allows us to serve in ways that other companies cannot.
If a customer needs us to change a process quickly, we can accomplish this and still meet timelines.

eProcurement / B2B Site: Your Connection Account Manager, along with our B2B Website, can help you streamline your IT purchasing. Our B2B Website offers an efficient procurement channel with benefits that include standardizing your purchasing practices, controlling unauthorized spending, reducing paperwork, and increasing productivity. We integrate seamlessly with many institutions' procurement systems and 3rd party systems, allowing us to provide seamless, single sign on, offsite carts, quoting, automated electronic ordering and electronic invoicing. Your Account Manager is available to answer any questions you have and provide dedicated attention.

ISO-Certified, Technology Integration and Distribution Center (TIDC):
In 2016, we relocated our TIDC operations to a tremendous, cutting-edge facility that has effectively doubled our capacity for shipment and custom configuration, positioning us to meet your needs well into the future. Our commitment to customer service and satisfaction is our top priority, and our enhanced facility enables us to respond to customer needs—and continue to offer a quality of service that is second to none. Our technicians can perform a broad range of configuration services at our ISO 9001:2015 certified lab in Wilmington, OH. Some of our configuration services include hardware configuration, software installation, system imaging, product staging, server rack construction, custom printer construction, asset tagging, etching and custom labeling.

Marketing the Region 4 Contract: Connection's entire, nationwide sales team will be fully trained on the Region 4 contract. Connection will provide information and training to any Region 4 customer willing to meet with a member of the Connection Sales Team, to go over the contract.

Connection commits to seek additional, creative ways to market, to assist, to improve and to help you realize your strategic vision and the vision of Region 4 and its members.

One Stop Shop, World Class Vendor: Connection is prepared to offer a single pane of glass, one-stop shop, experience for all IT purchases. We are uniquely positioned to leverage our manufacturer partnerships to garner exceptional pricing and can create a customized catalog of all offerings, via our innovative web portal. Our One Stop Shop, value-added services include but are not limited to; marketing of the contract, free shipping, inventory management, hassle free returns, exceptional customer service, customized websites, a personal purchase program reflective of all offered pricing, configuration and professional services, and much more.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Connection Response: From time to time, GovConnection, Inc. is party, as plaintiff or defendant, to various types of legal proceedings, audits and claims, which arise in the ordinary course of business. Publicly available information on material matters, if any, is as reported in our SEC filings located at https://ir.connection.com.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Connection Response: Acknowledges and understood.

b. is not owned or operated by anyone who has been convicted of a felony; or

Connection Response: Connection is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Connection Response: Connection is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Connection Response: There have been no debarment or suspension actions taken against Connection.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Connection Response: Connection is a national product and solutions provider of over 425,000 products and services from over 1,600 manufacturers. Please reference the link below for a complete listing of the products /manufacturers that we offer: https://www.govconnection.com/brand?cm_sp=MegaMenu-_-Products-_-ShopByBrand. In addition, please reference Connection's product line card which has been added as an attachment to this pdf response.

In addition to our full catalog of products described above, Connection can offer the following services listed below:

Professional Solutions/Services: Connection can provide installation to Region 4 and its member businesses, as well as several other professional services. Our Account Managers and technical experts are ready to assist you with a complete range of services across key technology areas such as: Converged Data Center, Cloud, Security, Mobility, Networking, Software, and Lifecycle. With extensive vendor partnerships and a broad selection of over 425,000 products, Connection combines the professional services, technical expertise, and purchasing power you need for any size project. A scoping call (to assess timeline, location, specifications, etc.) will be done initially, to determine the best resource to fulfill these service needs.

Our teams are trained to assess, design, implement, and manage technology with industry-leading methodologies. This comprehensive approach ensures your technology solutions

- Maximize your efficiency and cost savings;
- Are tailored to the exact needs of your environment, users, and goals;
- Leverage the latest technologies available;
- Continue to deliver the results our customers want, day after day, month after month.

Visit our Solutions Center at www.connection.com/solutions-ps to learn more about the many solutions we offer, gather expert advice and access a variety of resources to ensure your IT success.

A copy of our Services Practices Overview Brochure has been added as an attachment to this response.

Connection can also provide implementation, training, support and maintenance. These types of solutions are custom tailored to meet customers' specific needs. Due to these specific needs and requirements we would provide a written scope of work which would include all costs for such services.

B2B Website Creation and Deployment Services: Connection, along with our B2B Website, can help you streamline your IT purchasing. Our B2B Website helps you standardize your purchasing practices, control unauthorized spending, reduce paperwork, and increase productivity. At the same time, Account Managers are available to answer any questions you have and provide dedicated attention.

Configuration Services: Connection's state-of-the-art Technology Integration and Distribution Center (TIDC), located in Wilmington, Ohio, offers configuration services and is ISO 9001:2015 Certified. Connection's technicians can configure IT equipment to meet specific customer requirements. To augment this facility, we have a second Configuration Center located in Schaumburg, Illinois. This facility is designed to handle custom high touch solutions, manage customer advance exchange depot needs, as well as proving for a beta site to iron out standards and processes prior to moving production to Wilmington.

Our next-business-day configuration services include hardware configuration, software installation, system imaging, product staging, server rack construction, custom printer construction, asset tagging, custom labeling and more.

For additional information on the dependable and seamless distribution and fulfillment offered by Connection's TIDC, we hope you will enjoy the video located at the bottom of the page via the following link provided on the next page:
http://www.govconnection.com/technology-services/distribution-and-configuration-center and at https://vimeo.com/383306378/9ae0111ed7.

Please reference our Technology Integration Distribution Services brochure included as an attachment to this response.

Training Services: Formal and informal training and support is available through Connection for all the products and services we provide.

Informal Training: Informal training and/or support will be provided, if required, for the products and services offered in this RFP via our technical support group by telephone, during normal working hours. The specific details

are product and service specific and will be outlined on a case-by-case basis. Technicians within our Support Group are available and can be reached at 800-800-0011, Monday–Friday, from 9:00 a.m. – 5:30 p.m. ET. Connection Account Managers are also available to assist and support, in conjunction with the products and services offered in this RFP.

Connection was among the first direct response IT solutions companies to offer toll-free technical support for our products including both before and after the sale. Connection's technical staff is certified to provide factory authorized service for many product brands.

Formal, Customer-Specific, Classroom Training: Formal, customer-specific, classroom training is also provided by Connection. This formalized training can be done at the customer's facilities, via WebEx, at a Connection location or via other means required by the member. There are additional costs for this type of training and will be determined between the customer and Connection, based on the size and scope of the training/project requested.
In addition, and dependent upon the manufacturer selected, manufacturer-specific training options may be available.

Reporting Services: Upon award, Connection will supply Region 4 with compliant, monthly reporting. We can offer several types of reporting and commit to work diligently to meet all your reporting needs.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Connection Response: At our TIDC, unlike many IT Resellers, we are heavily invested in stocking and maintaining customized inventory, consisting of our most frequently ordered items. Connection has rapid access to products, can offer value-added custom configuration services at our ISO-Certified TIDC. This strategic location is within one hour of three metro areas, giving greater access to a large skilled labor pool as well as a wide range of transportation providers. This facility is also within a two-hour drive to UPS' Louisville Air Express Hub; within 3-day UPS ground transit time to 74% of the population. For additional information on the dependable and seamless distribution and fulfillment offered by Connection's state-of-the-art Custom Configuration / Distribution Center, we hope you will enjoy the video located at the bottom of the page via the following link: http://www.govconnection.com/technology-services/distribution-and-configuration-center

Supplementing the efforts of our Distribution and Configuration Center are our approximately 38 nationwide drop-ship partner locations. These locations blanket the country and are distribution centers for partners such as, but not limited to, Synnex, Ingram Micro, Tech Data, D&H and Douglas Stewart. Products from these locations ship for next-day delivery, of in-stock products, provided orders are placed by 3:00 p.m. ET.

Connection's delivery options are among the most convenient in the industry. Members designate their desired shipping levels at the time of purchase; options include next-day, next-day early morning, two-day, ground, Saturday delivery, and other standard alternatives. Customers may also utilize their own shipping accounts.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Connection Response: Pricing for the Region 4 contract will be directly tied to a special pricing code (ASP) that will constantly and consistently apply the agreed upon contractual discounts to our published and publicly available online catalog. We offer secure, online, e-Commerce solution sites. \

Discounted Region 4-specific contract codes will be loaded onto the sites to ensure that when Region 4 members order a specific product, that they will receive the agreed upon contract pricing.

Once the Region 4 member is logged into their web ordering page, the contract code will only allow the discounted product pricing to be applied and will not allow for excluded products to be placed on order. The same function is built into our internal order entry system and will not allow the Connection representative or any delegate to place orders for excluded products. This method allows for complete transparency may be audited at any time for accuracy by Region 4 and its members.

The Process: ASPs are created in our internal order management systems and imported into our B2B sites. ASPs calculate the contract maximum sell price by use of the appropriate formula (list minus, etc.). ASPs feed sku's and pricing directly from our CRM system during the quoting process to ensure that only Region 4 contract compliant products are available for quoting at contract compliant pricing. ASPs can be updated, as needed, if contract pricing changes, or per customer needs (i.e., Member Specific Agreement requirements).

Pricing Commitment: Connection is proposing a discount from our standard web catalog list price. The pricing model is one that is fluid and adaptive to the market. As our list prices automatically change to meet demand in the market, account-specific pricing will also automatically change for Region 4 members. This list price is available via our web site catalog located at www.connection.com/ps. We offer discounts by product category. Pricing will be dynamic and based on these publicly available list prices at the time of order. All the Region 4 account-specific pricing will offer our sales team the flexibility to work with vendors and manufacturers to negotiate additional discounts when available.

Region 4 ESC-specific pricing can be viewed at www.govconnection.com using the login and password listed below.

Login: region4bid@pcc.ide
Password: Region4bid

The offered discount will remain firm for the term of the contract. If a percentage discount causes the sell price to fall below our standard cost, the sell price shall be adjusted and honored at Connection's standard cost. However, contract Fees cannot be paid on purchases made at Connection's Standard cost.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Connection Response: Supplementing the efforts of our Distribution and Configuration Center are our distribution partners, whose locations blanket the country, for expeditious nationwide delivery. Products from these locations ship for next-day delivery, of in-stock products, provided orders are placed by 3:00 p.m. ET.
Heavyweight order cutoff time is 12:00 Noon and will *not* always be available for next day delivery.

These partners include:

- AB Distributing: Arlington Heights, IL; North Las Vegas, NV
- Axiom: Irvine, CA
- Blue Star: Florence, KY
- D&H: Atlanta, GA; California; Chicago, IL; Harrisburg, PA; Harrisburg-West, PA
- Digital Storage: Columbus, OH
- Douglas Stewart: Madison, WI; Sparks, NV
- Edge Technology: Pflugerville, TX
- Ingram Micro: Carol Stream, IL; Carrollton, TX; Jonestown, PA; Millington, TN; Mira Loma, CA; Plainfield, IN
- Scansource: Southhaven, MS
- Synnex: Beaverton, OR; Chantilly, VA; Chicago, IL; Dallas, TX; Fremont, CA; Grove City, OH; Keasby, NJ; Miami, FL; Olive Branch, MS; Ontario, CA
- Tech Data: Fontana, CA; Ft. Worth, TX; Miami, FL; South Bend, IN; Suwanee, GA; Swedesboro, NJ

Currently, Connection utilizes the following Shipping/Freight Carriers:

- UPS
- FedEx
- FedEx Freight
- Pitt Ohio
- US Postal Service
- Panther

- CEVA
- Pegasus
- XPO
- DBA
- MMS
- Clipper Ship
- Globaltranz
- TQL
- DS Freight

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Connection Response: With over $3 billion dollars of buying power, Connection has priority access to the biggest IT brands in the industry—granting us the ability to maximize product availability. Our most frequently ordered items are always in stock at our Wilmington, OH, Technology Integration and Distribution Center (TIDC), offering customers a dependable source for seamless order fulfillment. We also source products from manufacturers and can drop-ship from our suppliers' warehouses strategically located across the United States.

We maintain a 268,000 square-foot warehouse and distribution complex in Wilmington, OH, where we receive and ship inventory, configure computer systems, and process returned products. Our TIDC complex is strategically located to be near the center of the country, facilitating strong relationships with all major logistics carriers. Our TIDC is ISO 9001:2015 Certified and can configure your IT equipment including tablets, notebooks, desktops, servers, and switches.

We maintain our own inventory, stocking our 11,000 most frequently purchased items in our warehouse to ensure regular shipment of 6,000–8,000 orders per day. Replenishments are ordered on a daily basis and are delivered the next day to our distribution center via dedicated trucks.

In addition, we also place product orders directly with manufacturers and distribution companies for drop-shipment directly to customers. Order status with distributors is tracked online and in all circumstances a confirmation of shipment from manufacturers or the distribution company is received prior to initial recording of the transaction. Our drop-ship partners include major manufacturers and distributors like Ingram Micro, Tech Data, D&H, and Synnex.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Connection Response: Bob Howard, President of Connection Public Sector Solutions, will endorse and sponsor the award as the Public Sector go-to market strategy within the first 10 days of award.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Connection Response: Connection acknowledges, agrees, and understands.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Connection Response: Connection will be able to professionally write and distribute a co-branded press release to trade publications within 90 days.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Connection Response: Connection currently has an OMNIA Partners landing page on our website. The page could be updated with an announcement, agreement details and contact information within two weeks of receiving that information.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Connection Response: Connection has a full creative department that would be able to create co-branded marketing targeted towards K-12, Higher Education and State and Local government within two weeks of award announcement. This would be distributed to our inside and field sales teams and added to the OMNIA Partners landing page on our website. We would also include these materials as collateral used in tradeshows we attend.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.)

and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.

Connection Response: Connection commits to attending and participating in all requested events alongside OMNIA Partners.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Connection Response: Connection commits to attending, exhibiting and participating at the NIGP Annual Forum in the OMNIA Partners reserved area. We will present a professional booth with applicable technology demos, knowledgeable booth staff and fun giveaways.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Connection Response: Connection is experienced in producing print and digital advertising and will be able to provide appropriate ads to participate in trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Connection Response: Connection is committed to promoting the OMNIA Partners Master Agreement throughout the term. Our marketing manager will work with the marketing contact at OMNIA Partners to build a relationship and work on promotion ideas and campaigns to strengthen the relationship and provide value. Connection will be able to produce professional looking case studies, collateral pieces, presentations, emails, social media and more to promote the Master Agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;

- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Connection Response: As a current OMNIA Partners Master Agreement holder, we have an OMNIA Partners landing page. A link from our home page will help direct customers to this page quickly. This page can be updated, or a new page created to include all the new documents supporting the Master Agreement which would include, but are not limited to:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners.

Connection's Go-To-Market Strategy

Our Go-To-Marketing strategy is broken out into four focus areas: Brand, Customer Engagement, Lead Generation, and Sales Enablement. In additional to a full education and government marketing team, we work in tandem with our healthcare teams to further support growth in these segments.

Brand Strategy

Our brand strategy includes traditional and digital advertising components for K-12, higher education, state and local government institutions and healthcare facilities. We participate in print advertising in well-known, industry related publications. We work with universities to provide custom collateral speaking to their students about Tech Kits developed with their needs in mind. On the digital spectrum we have our own internal email list for state and local government agencies, higher education, K-12, and healthcare and we understand the unique messages when speaking to these markets. Our social media presence is growing at a rapid rate due to our Social Media team. Their understanding of the nuances of social media and targeting capabilities have helped us deliver successful program results in the higher education market. Our social media footprint includes LinkedIn, YouTube, Twitter, Instagram, Facebook, and Glassdoor. Digital marketing also includes external web campaigns with major media, including broad IT media partners like Spiceworks and IDG where we can get as granular as the specific segments and titles we are targeting. As a National Solutions Provider, our creative team produces collateral and solution guides to detail the 7 pillars we focus on (Converged Data Center, Cloud, Security, Mobility, Networking, Software and Lifecycle). Our corporate marketing team produces a blog with daily entries speaking to all areas of IT. We have also recently launched a podcast that can be found on iTunes and other major networks.

Customer Engagement Strategy

Our Customer Engagement strategy is composed of a large amount of shows for K–12, including FETC and ISTE and Higher Education, including Educause. We participated in over 85, K–12 and Higher Education tradeshows and tabletop events in 2019 alone. We also hold virtual events such as webinars with vendor partners to connect with our current and potential customers. We host special customer events in conjunction with vendor partners on topics that speak to the education market.

The Lead Generation Strategy

Our lead generation strategy is comprised of the annual trade shows and events mentioned above. We reach out to attendees personally and via email after the show to continue to build the relationship. With our vendor partners we create custom assets such as white papers and case studies on IT topics that relate to K–12 and Higher Education. These are then used on digital properties for the targeted education media partners such as District Administration, THE Journal, and eSchool News for K-12 and University Business, CampusTech, and eCampus News for Higher Education, to drive leads. The leads are called upon by our activation team and sent follow up lead nurture emails. Leads are also obtained from our own website with forms on pages for requests like demos and assessments.

Sales Enablement Strategy

We hold approximately 200 Lunch & Learns a year with training provided by our vendor partners across all our sales locations. Vendors also come in weekly to sit in a vendor cube where the sales team can approach them about specific opportunities. A hands-on product Showcase/speed training is held once a quarter for each sales location with anywhere from 12–16 vendors participating. Attendance at these trainings is mandatory for all Account Managers. Our field sales team meets once a quarter for a multi-day training event. We create many custom PDFs for accounts and Connection Public Sector Solutions brand vendor collateral for our sales team to use with their accounts.

Technology, Digital Data, Social Media

Connection has a robust Marketing Technology Stack (MarTech Stack), which has improved further with recent investments, as well as a dedicated Digital Marketing team to manage our digital activities. The team is data-driven, focused on content quality and user engagement. Our company website, www.connection.com/ps, has performance monitoring in place along with web analytics to track user/customer engagement. Behavioral (struggle) analytics are also in place to provide insights into where

users encounter issues, offering session videos, heat mapping, etc. The data from these analytics solutions help direct our UX Architects' efforts to improve our overall website structure and flow, and the data is used by the Digital team to track campaign performance and adjust as needed (i.e. adjust digital channel usage to drive more engaged visitors). We use an intent-based analytics solution (surge analytics) to track organizations' interests in technologies – the data is then used to direct our campaign messaging in our account-based marketing (ABM) activities. The Digital Marketing team includes a Social Media team that utilizes a few technologies to assist with our social media activities in Facebook, LinkedIn, and Twitter, from a social media management platform to an internal employee advocacy/ communication solution.

The Digital team also uses marketing tools and solutions for paid search, display network, email, affiliate network, and retargeting campaigns/activities. The disparate campaign elements, activities, and metrics are tied together with the web analytics solution, as well as with Marketing Automation – enabling the team to create and manage more in-depth and complex marketing campaigns. The recent addition of a Business Intelligence and Reporting solution further ties the Digital team's campaigns together, providing data sets to improve campaign performance, as well as offering comprehensive views of entire marketing channels.

Connection Response: 90-Day Marketing and Sales Enablement Campaign Outline

Connection will participate in a variety of marketing programs to support an award of a contract by OMNIA Partners and Region 4 ESC. Upon award and with coordination from OMNIA Partners and Region 4 ESC, Connection will launch the following 90-day marketing and sales enablement campaign.

- Connection's nationwide sales force will be fully trained on OMNIA Partners and Region 4 ESC contract and will communicate details of the awarded contract, verbally, to all existing and new customers.
- Co-branded email to entire Connection's education and state and local agency list highlighting contract and special offers for members
- Co-branded press release within first 30-day of award
- Initial call campaign to Connection customers to let them know they can now purchase via OMNIA Partners and Region 4 ESC contract. This will continue monthly with any new contract members.
- Listed on each individual state contract page on our website
- Social media campaign to announce award of contract
- Webinar with OMNIA Partners and Region 4 ESC Members
- Custom co-branded contract collateral
- Attending industry conventions and tradeshows
- Promotions for members on OMNIA Partners and Region 4 ESC homepage
- Dedicated onsite visits by our field teams, to existing Connection customers, for deeper account penetration
- Dedicated OMNIA Partners and Region 4 ESC contract landing page on the govconnection.com website. This page will include:
  - o OMNIA Partners and Region 4 ESC Logo
  - o A link to OMNIA Partners and Region 4 ESC website
  - o Summary of contract and services offered
  - o Co-branded contract flyer
  - o Featured products
  - o Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Please visit the social media sites below for examples of our messaging:

LinkedIn: https://www.linkedin.com/company/connection-public-sector
Facebook: https://www.facebook.com/Connection4IT/
Twitter: https://twitter.com/ConnectionIT

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

By partnering with Connection, the transition of any existing Public Agency customers' accounts to the Master Agreement will be seamless, efficient and done with ease.

New contract pricing will be integrated within the Connection-created e-Procurement Omnia and Region 4 ESC and will be available on Day One of the new contract, resulting in no downtime. At that point, Connection will reach out to members to discuss the new Master Agreement and their individual, dedicated e-commerce sites.

The following list is a sampling of Connection's methods/opportunities that will be utilized to transition accounts to the new Master Agreement resulting from this RFP:

- Set up strategy sessions with the Omnia field team;
- Targeted call campaigns for each state talking about the value of the Region 4 ESC/Omnia Partners contract;
- Participate in events with Region 4 ESC/Omnia Partners;
- Set up customized websites for e-Procurement and B2B customers;
- Provide marketing and information about Region 4 ESC/Omnia Partners for regional and national shows and summits;
- Create unsolicited proposals for acquisitions customers with Region 4 ESC/Omnia Partners;
- Educate and work with major and emerging technology manufacturers with Region 4 ESC/Omnia Partners;
- Create member specific agreements using the baseline of the Master Agreement;
- Create special bundles and vertical specific solutions under the Master Agreement
- Partner with other key Omnia Partners contract holders, i.e. Carahsoft, Grainger, etc. to bring complete, dynamic offerings to members;
- Support all Omnia Partners regional summits as a top supplier;
- Work with Omnia Partners executive team on development of an Amazon like Marketplace specific to Education and State and Local.

Communication of the awarded Master Agreement will be done verbally, with all existing and new customers, as well, in the following ways:

- Co-branded email to entire Connection's education and state and local agency list highlighting Master Agreement and special offers for Members
- Listed on contracts page linking to customized Omnia Partners contract webpage
- Social media campaign to increase awareness of Master Agreement
- Webinar with Omnia Partners Members
- Custom collateral

Our sales force is instrumental in informing customers of the benefits of this Master Agreement and its ease of use. Each member that has a current interest in exploring the benefits further will work with the Account Manager or Business Development Manager to further define the member's needs and how this Master Agreement can satisfy them. Connection will target certain manufacturers to create Omnia Partners specific solutions and pricing, allowing for acquisition savings for Omnia Partners members. We will also educate customers on strategic procurement initiatives around enterprise services and solutions to provide opportunities to leverage competing technologies and manufacturers to obtain the best possible value.

Please see a complete list of State and Local Education Cooperatives on the next page of this response.

STATE AND LOCAL EDUCATION COOPERATIVES

Connection has more than twenty (20) years' experience successfully supporting and promoting both State and Local Education (SLED) and Federal cooperative and consortium contracts. Listed below is a sampling of Connection's current SLED consortium / cooperative contracts.

- Alabama Community College System: Joint Purchasing Agreement – NEC, Contract #: ALJP2019-088, Exp. 6/30/2022
- Buy Board Cooperative Purchasing, Contract #: 579-19, Exp. 12/31/2021
- Choice Partners Cooperative, Contract #: 17/026KH-16, Exp. 6/20/21
- COSTARS Hardware, Contract #: 003-025, Exp.5/31/2021
- COSTARS Software, Contract #: 006-021, Exp. 5/31/2021
- E&I (Educational & Institutional Coop Purchasing) HW/SW: Contract #: CNR-01483, Exp. 7/31/2022
- E&I Professional Services, Contract #: CNR-01350, Exp. 2/29/2024
- Intalere (Amerinet) Healthcare, Contract #: VH10917, Exp. 6/30/2022
- MISBO: Mid-South Independent School Business Officers, Contract #: MISBO Vendor Agreement, Exp. 9/30/22
- MHEC: Massachusetts Higher Education Consortium Multi-Media, Contract #: MC15-B11 Exp. 4/20/23
- MHEC: Massachusetts Higher Education Consortium Technology, Contract #: MC12-F05, Exp. 9/30/21
- MHEC: Massachusetts Higher Education Consortium Software, Contract #:MC15-F04, Exp. 8/31/22
- MEEC: Maryland Educational Enterprise Consortium, Contract #: UMD-972016, Exp. 3/14/2023
- MS EPL: Mississippi Express Products List, Contract #: 3760, Exp. 6/30/2021
- Mohave (ESC) Educational Services Cooperative, Contract #: 20F-CPSS2-1003, Exp. 10/2/2021
- NASPO – National Association of State Procurement Officials: Multiple Vendors/Contract #'s, Exp. 7/31/2021
- NCPA: National Cooperative Purchasing Alliance, Contract #: NCPA01-44, Exp. 10/31/2021
- NEA: National Education Association, National Purchasing Agreement, Exp. Evergreen
- NIPA: National IPA (Omnia Partners), Contract #: R160202, Exp. 7/31/2021
- NSHE: Nevada System of Higher Education, Contract #: MSA-H-NV-143, Exp. 10/9/2022
- NYOGS: State of NY Office of General Services: Multiple Contract #'s

- OETC: Organization for Educational Technology and Curriculum, Contract #: 18I-STEAM, Exp. 11/6/2021
- PEPPM: Pennsylvania Education Purchasing Program for Microcomputers, Contract #: 2018 Catalog Bid, Exp.12/31/21
- Premier Healthcare, Contract #: PP-IT-238, Exp. 10/31/23
- Sourcewell (MN), Contract #: RFP#081419, Exp. 10/30/2023

- SLED GSA, Contract #: GS-35F-0750P, Exp. 8/17/2024

- State of Massachusetts IT Services, Contract #: ITC47, Exp. 6/30/21
- State of Utah, Contract #: MA259, Exp. 12/31/2022
- Texas DIR: Multiple Manufacturers/Contract #'s
- TIPS 200105 Technology Solutions Products and Services, Contract# 200105, Exp. 5/31/23
- Vizient (Novation), Contract #: IT-0033, Exp. 12/31/2021

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Connection Response: Connection acknowledges, understands, and can comply.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

Connection Response: Connection acknowledges, understands, and can comply.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Connection Response: Connection has worked together with Region 4 for the past 26 years. We commit to continue to aggressively promote the Region 4 contract and to continuously provide enablement and best in class training to our Connection Sales Team, the Management Team, the vendors, manufacturers, and the contract managers.

The following are some examples of the ongoing Region 4 contract training that will be required by Connection:

- Regional team meetings for AMs and AAMs
- WebEx's for Business Development Managers and remote Account Managers
- Onsite Manufacturer training sessions with each of the highlighted partners
- Repository available for Region 4 collateral and tutorial

Connection will work closely with Region 4's team for strategy and account mapping. Communication and marketing of the awarded contract will be done verbally, with all existing and new customers, as well as in the following ways:

- Co-branded email to Connection's entire education, healthcare and state and local agencies lists, highlighting contract and special offers for members
- Listed on contracts page linking to customized Region 4-member contract web pages
- Social media campaign to increase awareness of contract
- Google AdWords campaign to increase awareness of contract
- Webinar with Region 4 members
- Custom collateral

Connection's Contracts and Compliance Group provides training to the sales organization for all new contract awards and ensures pricing terms are hard coded into our order management and sales quoting tools, providing automated pricing specific to the contract. While we utilize the complete buying power of all the PC Connection companies, we are still small enough to quickly roll out information, terms and pricing structures to our sales organization.

Our sales team will coordinate weekly conference calls, will conduct quarterly program performance reviews to ensure compliance, as well as on-site visits, to update Region 4 on its contract purchases, discuss new product offerings, discuss services options, and to listen and learn about any potential issues or concerns. Our intent is to provide complete transparency in our processes and a means to ensure continuous improvement. If at any time Region 4 needs us to change a process, we are flexible and approachable enough that we can incorporate these changes quickly.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
Robert Marconi, Vice President SLED Sales
800-800-0019 ext. 33331
Bob.marconi@connection.com

ii. Marketing
Marcia Hewey, Marketing Manager – Segment Marketing
800-800-0019 ext. 2547
Marcia.hewey@connection.com

iii. Sales
Corey Petersen, Dir. SLED Sales
800-800-0019 ext. 75554
Corey.petersen@connection.com

iv. Sales Support
Christine Hauptman, Director of Operations
800-800-0019 ext. 6208
Christine.hauptman@connection.com

v. Financial Reporting
Nancy Lavoie, Contracts Manager
800-800-0019 ext. 2494
Nancy.lavoie@connection.com

vi. Accounts Payable
Jodi White, Director of Credit and Collections
800-800-0019 ext. 2252
Jodi.white@connection.com

vii. Contracts
Nancy Lavoie, Contracts Manager
800-800-0019 ext. 2494
Nancy.lavoie@connection.com

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Connection Response: Connection employs the industry's most tenured sales force. We build strong relationships with customers by providing them with primary and secondary points of contacts; these familiar voices appreciate the unique needs of public sector IT decision makers. Your dedicated Account Manager (AM) and Business Development Manager (BDM) work directly with a team of experts to help with the assessment, planning, design and implementation of your IT projects, daily transactional purchases and management of your applicable contract purchasing vehicles.

Our team services and provides coverage of the entire United States and is backed by the full support of the entire Connection executive team. We will ensure that your Members will receive the resources to meet your needs.

Account Managers, Sales Managers, Sales Directors and our Acquisition Sales team are our inside sales force, and report to Robert Marconi, Vice President SLED Sales. They work with manufacturers, and within Connection, as advocates on behalf of our customers, to reduce costs, increase service levels and are responsible for day-to-day orders, marketing and sales initiatives.

Connection Public Sector Solutions' National Inside Sales Force Breakdown

- Account Managers: 132
- Sales Managers: 11
- Acquisition Sales: 8

Business Development Managers report to Lisa Trisciani, Vice President Field Sales. BDMs are our outside sales force. They provide sales, marketing, product demonstration and a field presence within their assigned community.

Vertical Alliance Managers report directly to Bob Marconi, Vice President SLED Sales and serve as an education strategist working with schools and districts around the country to:

- Drive strategic initiatives
- Provide strategic planning support for implementations of technology in the classroom for teaching and learning
- Share experiences from other districts on how they are solving today's education challenges
- Focus on ensuring that customers get the right solutions to fit THEIR specific needs
- Carefully vet out solutions for our K-12 / HIED catalog and focus only on solutions that have the potential to positively impact the student's outcome

Connection Public Sector Solutions' National Field Sales Force Breakdown

- Business Development Managers: 18
- Vertical Alliance Managers: 3

Contact Information:
Robert Howard, President
Phone: 800-800-0019 ext. 2735; Email: robert.howard@connection.com
Robert Marconi, Vice President SLED Sales
Phone: 800-800-0019 ext. 33331; Email: bob.marconi@connection.com
Lisa Trisciani, Vice President SLED Field Sales
Phone: 800-800-0019 ext. 77896; Cell: 603-533-0916; Email: lisa.trisciani@connection.com
Corey Petersen, Director, SLED Sales
Phone: 800-800-0019 ext. 75554; Email: corey.petersen@connection.com

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Connection Response: In addition to the methods outlined in the Marketing section above, we offer the following to assist in implementing, growing and servicing the national program:

Connection utilizes many methods of keeping customers informed of new products, updates, etc. to implement, grow and service their national programs.

We continually evaluate information technology products and services, adding new products and services as they become available or in response to customer demand.

We have no ownership affiliation with any of these partners, and as such, we can recommend the most objective, effective and cost-efficient solution, involving the most up-to-date technology, to the Region 4 ESC and Omnia partners. These close relationships also allow us to supply technology road maps to customers for key products, when available.

The following is a partial listing of the methods we can employ to keep the Region 4 ESC informed of new products:

- Product Technology Road maps: These presentations will be provided in person (or by WebEx) by the manufacturer representative. Subject Matter Experts will deliver product road maps, new technology, emerging technology, updates and answer questions about best practices.

- Product Demonstrations: Product demonstrations may be provided upon request by Connection and/or one of our OEM partners.

- Lunch & Learns: Connection can deliver a Catered Multi-Customer event where one or many vendor partners give presentations regarding current product and new technology.

- Speed Training or One-to-Many Events: Connection will deliver a set of vendor partners to detail new technology, new road maps, emerging technology or new offerings in 10-15 minutes. The larger group of attendees is broken down into smaller groups and after the 10-15-minute window expires, each group moves to a new vendor partner. This gives each partner a quick opportunity to update guests and gives the guests the option to schedule more time with the vendors of choice.

- Vendor Fair: Connection can deliver a Vendor Fair where Region 4 ESC and Omnia partners can decide the attendee vendor partners and/or Connection will select the vendor partners. Connection is responsible for making all the arrangements between the venue, time and vendor partners. This event usually is between 4-6 hours long. Here, vendor partners present at tables and attendees can select the booths they would like to visit. This gives the attendees the freedom to attend when their schedule allows.

- Onsite Visits: Connection's Business Development Managers will go onsite to understand upcoming projects. The BDMs will assist in selecting potential fits for the project and arrange for the partner vendors to bring in their subject matter experts to update and make recommendations on offerings that might fit the customer's need.

- Training: Connection will provide training on the use of your B2B website and recommend best practices for customization and possible utilization of some of the best practices we have seen other customers utilize.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

Connection Response: By partnering with Connection, the transition to the new contract will be seamless. The new contract pricing will be integrated within the existing e-procurement site and available on Day One of the new contract, resulting in no downtime for Region 4 or Omnia.

During our partnership with Omnia, contract training has been required by the Connection Sales Team, the Management Team, the vendors, manufacturers, and the contract managers. We commit to continue to train and aggressively promote the Region 4 and Omnia contracts.

The following are some examples of the ongoing Omnia contract training required by Connection Public Sector Solutions:

- Regional team meetings for AMs and AAMs
- WebEx's for Business Development Managers and remote Account Managers
- Onsite manufacturer training sessions with each of the highlighted partners
- Repository available for Omnia collateral and tutorial

Communication and marketing of the awarded contract will be done verbally, with all existing and new customers, as well as in the following ways:

- Co-branded email to entire Connection's education and state and local agencies lists highlighting contract and special offers for members
- Listed on contracts page linking to customized Omnia and Region 4 contract webpages
- Social media campaign to increase awareness of contract
- Webinar with Omnia and/or Region 4 members Custom collateral

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Connection Response: Please see the pre-audit sales data listed below for the previous fiscal year of 2020. Please see Connection's top 10 Public Agency customers listed also listed below. Contact information can be provided upon award.

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K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Connection Response: Connection's internal order processing steps for orders placed by fax, e-mail, phone and web are as follows:

- Customer order is keyed or transmitted into our order entry system.
- Carrier is selected based on delivery requirements.
- Stock is allocated to the order.
- Once credit has been approved or if credit is pre-approved, the order is printed.
- Once the order is printed any required shipping documentation is prepared.
- The product is then picked, packed, and shipped.

Orders placed by the web are automated to transmit to our order entry system electronically. The purchaser, upon order entry on-line, selects product selection and delivery requirements. After on-line order submission, stock will allocate, and the order will ship per the same steps above.

In the order fulfillment process, Connection uses our traditional Pick, Pack, & Ship Label Forms for all non-standard carriers, and when an over packed box has more than one item, known as a mixed carton. We use our FAST Forms (Fast and Accurate Shipping Technology) for standard shipments that have a single item in the carton.

Order fulfillment is a primary element in our revenue recognition process; therefore, our goal is to ship 100% of orders on the date they are received. Connection's order fill rate percentage is over 99%. We define order fill rate as the percentage of in stock items which are ordered and shipped within the day they were placed. Orders are tracked in our order-entry system. Our most frequently ordered products are carried in inventory and are typically shipped to customers the same day that the order is received.

L. **This Section Intentionally Omitted**

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ _____Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. [illegible]). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ _____Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ _____Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ _____Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ _____Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ _____Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ _____Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

ATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: GovConnection, Inc. dba Connection - Public Sector Solutions

Address, City, State, and Zip Code: 732 Milford Road, Merrimack, NH 03054

Phone Number: 800-800-0019 ext. 33331 Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: bob.marconi@connection.com

Signature of Authorized Representative: _____ Date: 1/15/2021

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. 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.

d. 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.

e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback 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 FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, 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 workweek.

d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with

each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, GovConnection, Inc. dba Connection - Public Sector Solutions **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.**

Signature of Contractor's Authorized Official

Vice President SLED Sales

Name and Title of Contractor's Authorized Official

1/15/2021

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

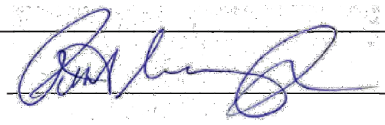
Offeror's Name: GovConnection, Inc. dba Connection - Public Sector Solutions

Address, City, State, and Zip Code:
732 Milford Road, Merrimack, NH 03054

Phone Number: 800-800-0019 ext. 33331 Fax Number: 603-683-0023

Printed Name and Title of Authorized Representative: Robert Marconi, Vice President SLED Sales

bob.marconi@connection.com
Email Address:

Signature of Authorized Representative: 

Date: 1/15/2021

QUALIFICATION AND EXPERIENCE

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Connection Response: Patricia Gallup and David Hall established PC Connection, Inc., our parent company, in 1982 with a mission to offer "a better way to buy information technology products." The Connection family has since grown into an industry-leading, IT HVAR and a $3 billion company. Connection is a Fortune 1000 Global Solutions Provider and premier reseller of 425,000 IT products/services from over 1,600 manufacturers. The Connection brand includes Connection Public Sector Solutions, Connection Business Solutions, Connection Enterprise Solutions and Connection Global Solutions. Through these companies, we provide customer-centric IT solutions and services to the public sector markets, small- to medium-sized businesses and enterprise.

Since 1993, Connection has become a trusted and recognized leader in the public sector marketplace. Our expertise has in part been built off a decades-long history of supporting state and local government, K–12, and higher education institutions. Our customers have come to recognize and rely upon our demonstrated excellence of service and close affinity for the IT needs in the public sector environment. This experience fuels a team of specialists dedicated to understanding this market and servicing them with technology products, solutions, professional services, and award-winning service. Connection Public Sector Solutions attained industry leadership by adhering tenaciously to a high standard of quality—in our people, products, partnerships, and technology. Despite our continued growth, we have never lost sight of the core of our success—customer satisfaction.

Today, we serve our customers through our staff of highly trained sales force, a team of on-staff experts, and our efficient procurement websites. Connection's tenured sales force is strategically located across the country, positioned to provide our customers with nationwide coverage.

Connection is the most qualified supplier due to our long, rich and successful history providing these services to our public sector customers, our objective solutions recommendations, and the experienced Account Team already in place to service Region 4 ESC and its members.

Year of Establishment and Corporate Office

- Incorporated as ComTeq Federal, Inc. on August 13, 1993
- Became a wholly owned Subsidiary of PC Connection, Inc on June 28, 1998
- Renamed GovConnection, Inc. on January 1, 2002
- Renamed company under one umbrella: Connection in 2016
- Corporate Office: 732 Milford Road, Merrimack, NH 03054

ii. Describe Offeror's reputation in the marketplace.

Connection Response: Connection is a leading reseller in the IT reseller arena. We have demonstrated award-winning excellence for quality service and on-time delivery nationwide. The direct marketing and sale of information technology products is highly competitive. We are competitive with other national technology solution providers, including CDW Corporation, SHI and Insight Enterprises, Inc. Twice recognized by Forbes as one of "America's Most Trustworthy Companies," our mission is to provide customers with the expert guidance, state-of-the-art tools, and exceptional service to solve their technology challenges.

iii. Describe Offeror's reputation of products and services in the marketplace.

Connection Response: Consistently receive recognition/awards from our vendor partners honoring our capabilities:
A Sampling of Connection's Vendor recognition includes:

- 2019–Citrix Cloud Partner of the Year
- 2019–Cisco Marketing Velocity U.S. Innovator of the Year
- 2019–HPE Federal Value Server Partner of the Year
- 2019–Aruba Federal Growth Partner of the Year
- 2019–CRN Tech Elite 250
- 2019–CRN Solution Provider 500
- 2019–CRN Managed Service Provider 500
- 2019–Internet Retailer Top 500
- 2019–Fortune 1000 #820
- 2018–Citrix SMB Partner of the Year
- 2018–Cisco U.S. Marketing Innovator of the Year
- 2018–MSI Valued Channel Partner
- 2018–CRN Tech Elite 250
- 2018–CRN Solution Provider 500
- 2018–Internet Retailer Top 500
- 2018–Fortune 1000 #746
- 2017–HPE NSP SLED Partner of the Year
- 2017–A2B Tracking Reseller Partnership
- 2017–Lenovo Platinum Data Center Partner
- 2017–CRN Tech Elite 250
- 2017–CRN Solution Provider 500
- 2017–Fortune 1000 #775
- 2017–Microsoft Excellence in Operations— Double Gold Level
- 2017–Vizient Innovative Technology Designation
- 2017–CHIME Foundation Partner Award

- 2017–ATEN Best Performance Award
- 2017–Red Hat Rising Star Partner of the Year Award
- 2017–Kaspersky Lab Large Account Reseller (LAR) of the Year Award

- 2016, Microsoft Operations Excellence Award
- 2016, Dell EMC Healthcare Partner of the Year
- 2016, Symantec Growth Partner of the Year
- 2016, Kaspersky Lab's Large Account Reseller (LAR) of the Year Award
- 2016, Americas VMware Partner Innovation Award in the Renewals

category
- 2016, Premier's Continuum of Car Award
- 2015, HPE Federal Enterprise Group Partner of the Year
- 2015, Dell Partner Direct NSP Partner of the Year
- 2015, Symantec Growth Partner of the Year
- 2015, Microsoft Operational Excellence Award
- 2015, Ranked Top 20 of CRN's Solution Provider 500

iv. Describe the experience and qualification of key employees.

Connection Response: Connection believes our employees, specifically our sales force, are the lifeline for our customers. Because of this, constant training and improvement are a priority. We want our customers to respect and trust the knowledge provided by their dedicated account team.

Below is a list of some of the training programs our employees have access to:

- New Account Managers receive three months of thorough training on product offerings, industry trends, internal infrastructure/applications and available support avenues, prior to being assigned a dedicated territory.
- Continuing Education training is provided, with manufacturers, to keep our employees abreast of industry trends and the latest technology. This is accomplished through Small Group training, vendor forums, WebEx's, and frequent Lunch-and-Learns.
- Vendors such as HP, Cisco, VMWare and Microsoft offer training to allow our sales force to become certified in their products.
- Our parent company, PC Connection, Inc., offers ongoing Professional Development courses including Communication Skills and Microsoft Office Applications.
- Ongoing training is available on Industry Regulations and Contract Requirements.

We offer a nationwide team of over 140 highly trained, inside sales and field sales representatives. This team brings tenured expertise (7 years on average), expansive industry knowledge, and exemplary customer service skills, allowing us to develop successful partnerships with our customers. In addition to our highly trained sales force of both internal and field representatives, we also provide an entire division solely supporting our Clients, known as our Technology Solutions Group. This group consists of Technical Solution Specialists, Solution Architects, System Engineers, Project Managers, Software licensing Specialists, Practice Directors and more. Holding over 2,500 technical certifications, these roles, among others, help align our sales organization, ensuring we are up to date on certifications and training for current and upcoming storage solutions, as well as assistance with being an agnostic resource to help the clients design, build, implement, and manage storage solutions.

Our organization has the internal resources to assist you with your storage challenges and needs, as well as having very strong relationships with various manufacturers, allowing you to receive the most competitive offerings while providing choice and value.

Further, Connection maintains an on-site presence of manufacturer representatives who are available for consultation and for conference calls with customer. Connection also employs product specialists who offer expertise on the respective manufacturers whom they represent.

v. Describe Offeror's experience working with the government sector.

Connection Response: Connection has attained industry leadership by adhering tenaciously to a high standard of quality—in our people, products, partnerships and technology. Despite our continued growth, we have never lost sight of the core of our success—customer satisfaction.

Connection helps customers solve the key business challenges inherent in any IT project by:

- Understanding the core problem
- Identifying the best-fit solution for the customer
- Delivering services customized to the customer's unique requirements
- Validating that true knowledge transfer takes place for the customer to maintain self sufficiency
- Layering in maintenance and support to extend the lifecycle and reliability of the solution
- Ensuring that customers derive the maximum value from their IT technology investments

Connection works closely with IT and administrative departments on website purchasing development, campus integration standards, marketing plans, and streamlining purchasing procedures. Connection offers robust product lines, expert marketing, and maintains an award-winning reputation for comprehensive service.

vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure E-Rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the E-Rate program.

Connection Response: As a Category 2 Internal Connections Service Provider, Connection® Public Sector Solutions has been involved with many strategic projects for E-Rate applicants. Remote learning and networking infrastructure are becoming a must have in these changing times. Our E-Rate customers have relied on Connection to provide a complete turnkey solution around internal connections to include networking, wireless, cabling, implementation, and support.

We will assist each Participating Agency secure E-Rate funding after being selected as the Service Provider after a fair, open and competitive bid process. At Connection, we understand the compliance requirements of the E-Rate program and we abide by the rules. To our K-12 customers, we offer the

expertise of our experienced E-Rate team to educate, assist and provide guidance to our customers while navigating E-Rate and understanding USAC rules.

In addition to the dozens of employees with E-Rate experience, we also engage with National E-Rate Consulting firms for advice, direction and guidance. We will engage these resources to assist any Region 4 Participating Agency resolve any questions or issues that arise in the PIA review process or to assist during an appeal to secure the Funding Commitment.

Connection has more than 400 engineering, services, and technical staff to design, implement, and manage the most complex of networking designs. All our projects are managed by professional certified PMI Project Managers. We will conduct a project kick-off meeting with the Participating Agency prior to the implementation of the project. In addition, we will conduct weekly project review meetings to ensure that the project is on track and meeting the expectations of the Agency. We can support multiple manufacturers and software publishers, including Aruba, Cisco, Palo Alto, Meraki, and more. We can augment your IT staff or take complete control of the project from design to outsourced management of the networking platform.

Historically, we have done large-scale integration projects to include complex wireless network designs and implementations. We have designed multi-site Layer 2 and Layer 3 switching technologies. We have successfully done multi-site deployments that include structured CAT 5: and CAT 6 cabling infrastructure, fiber backbone design, and implementation. Connection has also successfully partnered with 3rd party partners that can provide an extra layer of design and support like point-to-point wireless mesh technologies. In addition, we employ several Certified Security Engineers to help design safe, secure firewall implementations and remote access networks that will support your remote learning environments.

We don’t just design, implement and deploy technology, we ensure that the Agency’s Teachers are comfortable with the use of the technology. We have specialized resources that can assist every Agency with the use and integration into the Instructional Environment at the Agency. These resources will work with each Participating Agency to understand the scope of the learning engagement and customize a training schedule. Our goal would be to share best practices of instructional technology that we have rolled out across the country.

With over 20 years’ experience in the E-Rate Program, Connection, Public Sector Solutions is very well versed in the E-Rate Program, the tools, forms, process and compliance. We are well positioned to make every Region 4 Participating Agency have a successful experience with the E-Rate Program and securing the Funding requested.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Connection Response: From time to time, GovConnection, Inc. is party, as plaintiff or defendant, to various types of legal proceedings, audits and claims, which arise in the ordinary course of business. Publicly available information on material matters, if any, is as reported in our SEC filings located at https://ir.connection.com

a. References

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Connection Response: Please see a list of Connection References listed below.

- Entity Name: Clay County District Schools
  Contact Name and Title: James Vinson, Technology Support Supervisor
  Contact Phone: 904-336-9600 ext. 69608
  Contact Email: james.vinson@myoneclay.net
  Contact Address: 154 Yellow Jacket Dr., Hayesville, NC 28904
  Years Serviced: 28 Years
  Description of Services: Connection has provided core and edge switches along with APs. Manufacturers sold include Dell, HPE, and Aerohive Aps.
  Annual Volume: Proprietary

- Entity Name: City of Long Beach
  Contact Name and Title: Cason Lee, Deputy Director
  Contact Phone: 562-570-5553
  Contact Email: Cason.Lee@longbeach.gov
  Contact Address: 205 N Marina Dr. Long Beach, CA 90803
  Years Serviced: 23 Years
  Description of Services: Connection has provided IT related hardware and services.
  Annual Volume: Proprietary

- Entity Name: Colorado State University
  Contact Name and Title: Katie Banghart, Program Assistant
  Contact Phone: 970-491-5600
  Contact Email: katie.banghart@colostate.edu
  Contact Address: 1018 Campus Delivery, Fort Collins, CO 80523
  Years Serviced: 20 Years
  Description of Services: Connection provided HPE switches & wireless access points, various IT software, and hardware products.
  Annual Volume: Proprietary

- Entity Name: Ohio State University
  Contact Name and Title: Eric D'Huyvetter, e-Procurement Analyst
  Contact Phone: 614-688-3390
  Contact Email: dhuvvetter.1@osu.edu
  Contact Address: 2650 Kenny Road Columbus, OH 43210-1039
  Years Serviced: 19 Years
  Description of Services: Connection has provided IT related hardware and services.
  Annual Volume: Proprietary

- Entity Name: Southern New Hampshire University (SNHU)
  Contact Name and Title: Sara Veilleux, Assistant Vice President
  Contact Phone: 603-629-3523
  Contact Email: s.veilleux@snhu.edu
  Contact Address: 2500 North River Road, Manchester, NH 03106
  Years Serviced: 16 Years
  Description of Services: Connection has provided full solutions of desktops, laptops, and other IT related products.
  Annual Volume: Proprietary

- Entity Name: Tennessee State University
  Contact Name and Title: John Dodd, Network Manager
  Contact Phone: 615-963-7651 ext. 2925
  Contact Email: jdodd@tnstate.edu
  Contact Address: 3500 John A. Merritt Blvd. Nashville, TN 37209
  Years Serviced: 31 Years
  Description of Services: Connection has provided networking & security solutions.
  Annual Volume: Proprietary

- Entity Name: Bullhead City Elementary School District #15
  Contact Name and Title: James McNutt, Director of Technology
  Contact Phone: Office: 928-704-5756 / Cell: 928-219-1117
  Contact Email: jmcnutt@crsk12.org
  Contact Address: 1004 Hancock Rd., Bullhead City, AZ 86442
  Years Serviced: 8 Years
  Description of Services: Connection has provided laptops, desktops, data center products, printers and accessories.
  Annual Volume: Proprietary

- Entity Name: University of Massachusetts at Amherst
  Contact Name and Title: Lars Marshall, Assistant Director of Enterprise Services
  Contact Phone: 413-545-3203
  Contact Email: Lars.Marshall@umass.edu
  Contact Address: 740 N. Pleasant St., LGRC Room A139, Amherst, MA 01003
  Years Serviced: 28 Years
  Description of Services: Full catalog
  Annual Volume: Proprietary

- Entity Name: University of Nebraska - Lincoln
  Contact Name and Title: Bradley Logan Senior, IT Sourcing Specialist
  Contact Phone: 402-472-6307
  Contact Email: bradley.logan@unl.edu
  Contact Address: 1400 R St., Lincoln, Nebraska 68588
  Years Serviced: 31 Years
  Description of Services: Full catalog
  Annual Volume: Proprietary

- Entity Name: Oklahoma State University
  Contact Name and Title: Leigh James, Assistant. Dir., Purchasing
  Contact Phone: 405-744-5984
  Contact Email: leigh.james@okstate.edu

Contact Address: 1224 N Boomer Road, Stillwater, OK 74078
Years Serviced: 3 Years
Description of Services: Full academic catalog
Annual Volume: Proprietary

- Entity Name: AIMS Community College
  Contact Name and Title: Connie Lataille, Buyer-Procurement Department
  Contact Phone: 970-339-6207
  Contact Email: connie.lataille@aims.edu
  Contact Address: 5401 W 20th Street, Greeley, CO 80634
  Years Serviced: 11 Years
  Description of Services: Variety of categories, PC, software, servers, storage, power, and PC accessories.
  Annual Volume: Proprietary

ix. Provide any additional information relevant to this section.

VALUE ADD

d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Connection Response: Connection has worked extensively to offer coverage specific to the verticals that encompass the SLED market, mainly the kindergarten through 12th grade education (K-12), higher education, and state and local government markets. This includes providing all account managers with a specific vertical that they focus on, allowing them to become subject matter experts, and able to be a trusted advisor to our customers. We have also hired a vertical alliance manager (VAM) for each of these verticals. These vertical leads are responsible for the creation and implementation of growth strategies for their assigned market. They will identify strengths and opportunities to support long-term growth and sustainability. Each VAM has extensive experience with the vertical they support, and they use this experience to work with emerging technology vendors, to make sure Connection is offering a complete solution for that vertical. This includes investigating and offering niche products for that vertical, and new and emerging technologies. Adding to their expertise and industry experience, our VAM's also participate in ongoing training, seminars, and customer meetings to ensure they are aware of their customers' needs and challenges, which they pass along to our account managers.

For the K-12 sector, Connection has grown our supporting team considerably. This included adding Corey Petersen as the vertical sales lead, and Pam Aulakh as the K-12 VAM. As a VAM, Pam is your K-12 Education Strategist and is available to work your team to identify strengths and opportunities to support long-term growth and sustainability. As a former educator and technology leader in a top tier K-12 school district, she is uniquely positioned to understand the culture as well as the challenges that are specific the K-12 market.

While not solely dedicated to K-12, Connection has also added two Microsoft Innovative Educators (MIE), Cindy Daniels and Nicole Caldwell. Cindy and Nicole use their 30 years combined experience as K-12 educators to focus on providing professional development and support surrounding Microsoft solutions. With the addition of our MIE's, Connection is now a Microsoft Global training partner and is proud to be the first reseller to be certified through Microsoft's new program that focused on Professional Development. Connection has invested in a team of Microsoft Professional Development strategists and developed partnerships with Certified Google Cloud partners. We can support your staff with professional learning on platforms such as M365 and GSuite.

Ability to do services out of Ohio – TDIC

ISO-Certified, State-of-the-Art Custom Configuration

In 2016, we relocated our Technology Integration and Distribution Center (TIDC) operations to a tremendous, cutting edge facility that has effectively doubled our capacity for shipment and custom configuration, positioning us to meet your needs well into the future. Our commitment to customer service and satisfaction is our top priority, and our enhanced facility enables us to respond to customer needs—and continue to offer a quality of service that is second to none. Our technicians can perform a broad range of configuration services at our ISO 9001:2015 certified lab in Wilmington, OH. A sampling of the configuration services offered here include hardware configuration, software installation, system imaging, product staging, server rack construction, custom printer construction, asset tagging, etching and custom labeling.

The new facility is 268,000 square feet and 7.5 million cubic feet. This gives us not only more room to provide continuous product availability, but also room to hire more staff to complete more projects in a day. With this increased capacity, we have completed more than 225,000: custom configurations each year, which helps us serve more customers with our proven approach to rapid response.

Setting us apart from many of our competitors, we maintain our own inventory, stocking our 11,000 most frequently purchased items in our warehouse. This ensures regular shipments of over 6,000–8,000 orders per day. Replenishments are ordered on a daily basis and are delivered the next day to our distribution center via dedicated trucks.

For additional information on the dependable and seamless distribution and fulfillment offered by Connection Public Sector Solutions' state-of-the-art TIDC, we hope you will enjoy the following video.
https://vimeo.com/383306378/9ae0111ed7

E-Rate Value Add

Connection has successfully participated in the E-Rate program since its inception, in 1998, bringing discounted technology to K-12 school districts all over the country. Our E-Rate customers rely on Connection to provide complete turn-key solutions around internal connections to include networking, wireless, cabling, implementation, and support.

To our K-12 customers, we offer the expertise of our experienced E-Rate team to educate, assist and provide guidance to our customers while navigating E-Rate and understanding USAC rules. Our E-Rate team, under the direction of Tom Halberda, Director of E-Rate, has worked with K-12 districts and libraries and consortiums, instructional leaders as well as technical leaders, and has the technical background needed to help identify needs, assemble the required technology partners to create unique solutions, get them integrated and assist in getting the funding required to implement the desired results.

What sets Connection apart, is our ability to offer this specialized E-Rate guidance combined with our ability to offer a highly trained sales team, 400 engineering, services, and technical staff to help design, implement, and manage the most complex of networking designs.

We are uniquely positioned to ensure that every school district has a successful experience with the E-Rate Program and to secure the funding requested.

Thomas Halberda, Director of E-Rate and Data Center Sales
Tom has been in the Public Sector Sales/Education Market, specifically the E-Rate Program for over 2 two decades where he has served in a variety of leadership positions. Throughout Tom's career as a business owner, VP of Sales, Director of Channel Operations for a leading networking manufacturer and the Director of Sales for a Texas based K-12 Education Team he and the teams he has led consistently exceeded growth expectations and he developed many sales strategies and programs earning him numerous awards. Working with K-12 Districts and Libraries and Consortiums, Instructional Leaders as well as Technical Leaders, Tom has the technical background needed to help identify needs, assemble the required technology partners to create unique solutions, get them integrated and assist in getting the funding required to implement the desired results. Participating in the E-Rate Program for over 20 years, Tom has managed over $2B of Awards as a Category 2 Service Provider. Tom has multiple manufacturer's certifications including Cisco Networking Sales Certification and VMware Certification.

Change is inevitable, in today's challenging time it is critical that organizations take advantage of all the technical resources funding sources available to them. Tom has the experience and knowledge of several programs, including the E-Rate Program help guide organizations take full advantage of the available technical and financial resources available to them. Tom and the Educational Leadership Team of Connection have the experience and expertise to produce results. Tom reports to Bob Marconi, Vice President SLED Sales.

Contact information for Tom:
800-800-0019 ext. 33226
Thomas.halberda@connection.com

Steven Zitney, Vertical Alliance Manager
Steve Zitney is Connection's State and Local Vertical Alliance Manager (VAM). In this role, Steve works with State and Local agencies across the country to help develop and implement State and Local government technology solutions to promote their growth. This ensures his ability to assist our customers, start to finish, when planning their projects and implementations, bringing them the best value for their time and money. As a former Corrections Officer with the Clinton County, OH Adult Detention Center and as a Deputy Sheriff within the Road Patrol Division of the Clinton County Sheriff's Office, Steve is uniquely positioned to understand the IT culture and environment of our Public Safety / State and Local customers, having a firm understanding of what is relevant these customers to keep them safe and efficient in the field.

Steve has completed the Ohio Peace Officer Training Commission (OPOTC / Police Academy) and obtained his OPOTC Certification, in addition to two

Associates Degree's; Criminal Justice – Law Enforcement & Private Security - Asset Protection & Loss Prevention. After those years in Public Safety, Steve joined Connection and has transitioned from an Account Manager covering the State and Local vertical market, to the role of Public Safety and Justice Business Development Specialist then to his current position of State and Local (S&L) Vertical Alliance Manager. As Connection's S&L VAM, he is constantly searching for new solutions that will bring a significant value to our customers and their daily operations. Some of these include:

- Hosting a regular cadence of manufacturer / solutions trainings for our internal, sales teams
- Planning customer facing events with manufacturers to introduce our State and Local customer base to emerging technology vendors
- Working with our internal teams to invite them to Advisory Councils where manufacturers and Connection Executives alike can speak to technology trends we see within these verticals and offer insight into how customers may want to consider proceeding moving forward.
  Steve reports to Bob Marconi, Vice President SLED Sales.

Contact Information for Steve:
800.800.0019 Ex: 34443
Mobile: 937-408-3697
steven.zitney@connection.com

Pam Aulakh, M. Ed. Vertical Alliance Manager, K-12
Pamela Aulakh, M. Ed. is the K-12 Vertical Alliance Manager (VAM) for Connection. In her role as an education strategist, she works with districts across the nation to help develop and implement K-12 educational technology solutions in support of improving learning environments and student outcomes. After spending more than a decade as an educator, instructional technology leader, and project manager, Pam understands the importance of leveraging solutions and funding to support equity-based technology programs and structures. She managed programs designed to create model digital learning campuses programs to support teachers and students in Brevard. Her expertise includes developing professional development programs centered on ISTE standards and Blended Learning. She is experienced with building innovation portfolios that integrate STEM and Maker programs while leveraging community support. Pam is a current member and former President of the Florida Council for Instructional Technology Leaders. She holds a B.S. in Business Administration, a master's degree in Educational Leadership and is certified in Microsoft, Google, and Project Management. Pam reports to Bob Marconi, VP Inside Sales.

Contact information for Pam:
800-800-0019 ext.
Pamela.aulakh@connection.com

Sean McCann, Sr. Vertical Alliance Manager- HIED
Sean McCann joined Connection in 2011 and is currently the Sr. Vertical Alliance Manager (VAM) for Higher Education. He is responsible for the development and implementation of our overall strategy in Higher Education. Previously, Sean served as Business Development Manager for Major Public Accounts providing sales and marketing support for Higher Ed customers. Sean reports to Bob Marconi, Vice President SLED Sales.

Contact Information for Sean:
475-236-0413
Sean.mccann@connection.com

2. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

   Connection Response: Connection acknowledges and understands.

3. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

   Connection Response: Connection acknowledges and understands.

4. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

   Connection Response: Connection acknowledges and understands.

ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C, EXHIBIT G, & ADDENDUM NO. 1)

APPENIDX C

ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

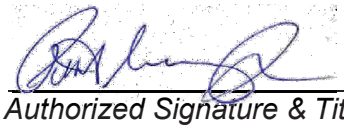
Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☑ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

1/15/2021
Date



Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company GovConnection, Inc. dba Connection - Public Sector Solutions

Address 732 Milford Road, Merrimack, NH 03054

Phone 800-800-0019 ext. 33331

Fax 603-183-1060

Contact

Official Authorizing Proposal

Signature

Robert Marconi
Printed Name

Vice President SLED Sales
Position with Company

Signature

Raymond McIlwain
Printed Name

Sr. Dir. Contracts and Compliance
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-706522

Date Filed:
01/14/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GovConnection, Inc. d/b/a Connection Public Sector Solutions
Merrimack, NH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
21-04
Technology Solutions, Products and Services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
PC Connection, Inc. ,	Merrimack, NH United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert Marconi, and my date of birth is _____.

My address is 732 Milford Road (street), Merrimack (city), NH (state), 03054 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hillsborough County, State of NH, on the 15th day of January (month), 20 21 (year).

Signature of authorized agent of contracting business entity
(Declarant)

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Robert Marconi, as an authorized representative of

GovConnection, Inc. dba Connection - Public Sector Solutions, a contractor engaged by

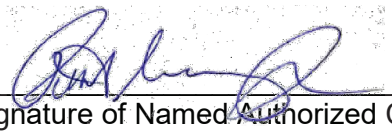
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

1/15/2021
Date

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Due to COVID-19, documents requiring a notary seal may be obtained later upon request

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: GovConnection, Inc. dba Connection - Public Sector Solutions

Organization Address: 732 Milford Rd. Merrimack, NH 03054

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☑ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

[illegible]	[illegible]
[illegible]	[illegible]

Version September 29, 2020

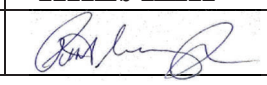
Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Hampshire
County of Hillsborough ss:

I, Robert Marconi (name of affiant) residing in GovConnection, Inc. dba Connection - Public Sector Solutions (name of municipality) in the County of Hillsborough and State of New Hampshire of full age, being duly sworn according to law on my oath depose and say that:

I am VP of SLED Sales (title or position) of the firm of GovConnection, Inc. dba Connection - Public Sector Solutions (name of firm) GovConnection, Inc. dba Connection - Public Sector Solutions the bidder making this Proposal for the bid entitled Technology Solutions, Products and Services (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service Unit (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by GovConnection, Inc. dba Connection - Public Sector Solutions.

Subscribed and sworn to

before me this day

Signature

January 15, 2021

Robert Marconi, VP of SLED Sales
(Type or print name of affiant under signature)

Notary public of Dennis E. Hart

My Commission expires September 21, 2021

(Seal)

DENNIS E. HART
MY COMMISSION EXPIRES SEPT. 21, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

Version September 29, 2020

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: GovConnection, Inc. dba Connection - Public Sector Solutions

Street: 732 Milford Rd.

City, State, Zip Code: Merrimack, NH 03054

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) Included on the following page.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

1/15/2021
Date

Authorized Signature and Title
Robert Marconi, VP of SLED Sales

Version September 29, 2020

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
52-1837891	☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☒ 4. RETAIL ☐ 5. OTHER	209

4. COMPANY NAME: GovConnection, Inc.

5. STREET	CITY	COUNTY	STATE	ZIP CODE
732 Milford Rd.	Merrimack	Hillsboro	NH	03054

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
PC Connection, Inc.	Merrimack	NH	03054

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT:

10. PUBLIC AGENCY AWARDING CONTRACT	CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				MALE					FEMALE					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	21	18	3	1	0	0	0	17	0	0	0	0	6
Professionals	24	12	13	0	0	1	0	11	0	0	0	0	13
Technicians	5	5	0	1	0	0	0	4	0	0	0	0	0
Sales Workers	120	89	35	4	0	4	1	80	0	0	0	1	34
Office & Clerical	31	14	17	1	1	0	0	12	1	0	0	0	16
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
Total employment From previous Report (if any)	209	138	71	7	1	5	1	124	1	0	0	1	69
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0

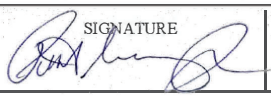
12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: 1/01/2020 To: 10/16/2020

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☒

15. IF NO, DATE LAST REPORT SUBMITTED
MO. 10 DAY 01 YEAR 2019

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
Heather Nehiley		Robert Marconi VP of Sale	MO 1 DAY 15 YEAR 2021

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
732 Milford Rd.	Merrimack	Hillsboro	NH	03054	800 - 800 - 0019

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

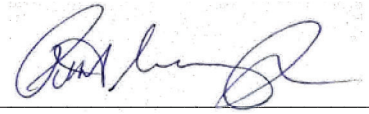
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Version September 29, 2020

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

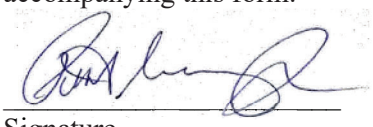
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	GovConnection, Inc. dba Connection - Public Sector Solutions		
Address:	732 Milford Rd.		
City:	Merrimack	State: NH	Zip: 03054

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature | Robert Marconi (Printed Name) | VP of SLED Sales (Title)

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
No contributions have been made.			$

☐ Check here if the information is continued on subsequent page(s)

Version September 29, 2020

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Version September 29, 2020

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: PC Connection, Inc. dba Connection Business Solutions Home Address: 730 Milford Rd. Merrimack, NH 03054	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 15 day of January, 2021

(Notary Public) Dennis E. Hart

My Commission expires: September 21, 2021

DENNIS E. HART MY COMMISSION EXPIRES SEPT. 21, 2021 NOTARY PUBLIC NEW HAMPSHIRE

(Affiant)

Robert Marconi, VP of SLED Sales
(Print name & title of affiant)

(Corporate Seal)

Version September 29, 2020

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

Included on the following page.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ **Bidder/Offeror:** GovConnection, Inc. dba Connection - Public Sector Solutions

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Robert Marconi Signature: _____

Title: VP of SLED Sales Date: 1/15/2021

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

New Jersey Business Registration is included on the following page.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GOVCONNECTION, INC.
Trade Name:	
Address:	730 MILFORD RD MERRIMACK, NH 03054
Certificate Number:	1005516
Effective Date:	August 01, 2003
Date of Issuance:	January 15, 2021

For Office Use Only:

20210115094735989

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and \ 17:27 in order to be considered a responsible vendor.

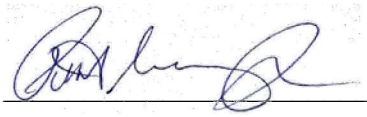
One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302 Included on page 7.
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Robert Marconi Title: VP of SLED Sales

Signature:  Date: 1/15/2021

DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 21-04

VENDOR/BIDDER: GovConnection, Inc. dba Connection - Public Sector Solutions

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

1/15/2021
Date

Robert Marconi, VP of SLED Sales
Print Name and Title

Version September 29, 2020

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Technology Solutions, Products and Services

SUBMITTAL DEADLINE: Tuesday, January 19, 2021 @ 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Technology Solutions, Products and Services 21-04 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to address the following:

1) **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Thursday, January 14, 2021 @ 10:00 AM Central Time and extended as indicated below and above:

   - Tuesday, January 19, 2021 @ 10:00 AM CST

2) **Virtual Non-Mandatory Pre-Proposal Conference:** The pre-proposal conference time for this RFP is hereby changed from December 15, 2020 @ 10:00 AM CST to:

   - December 15, 2020 @ 11:00 AM CST

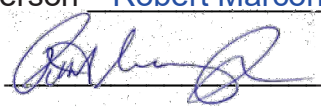
All other details remain unchanged.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name GovConnection, Inc.
dba Connection - Public Sector Solutions

Contact Person Robert Marconi, Vice President SLED Sales

Signature 

Date 1/14/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

ADDITIONAL INFORMATION

Connection
we solve IT

Certifications and Authorizations

Connection holds premier certifications and authorizations from leading vendors—including Cisco Gold, Hewlett Packard Enterprise Platinum, Lenovo Platinum, and Microsoft Gold. In addition, our talented engineers have acquired more than 2500+ professional certifications. These certifications allow us to offer you enterprise-class service, access to volume pricing and in-demand products, software licensing programs, and expert technical service and support.

Partner Authorizations

Adobe Platinum
- Connect Pro Value Added Reseller (VAR)
- Contractual (CLP), Transactional (TLP), Enterprise (EA) and Volume Incentive Program (VIP)
- Non-Profit Licensing Reseller
- World Wide Adobe License Center

APC Elite for Business Networks

Apple Corporate Reseller
- Apple Authorized Service Provider (AASP)
- Apple Certified iOS Technician (ACiT)
- Apple Certified Macintosh Technician (ACMT)
- Apple Certified Support Professional (ACSP)

Audiocodes Platinum Partner

Autodesk Volume Channel Partner (VCP)

Avaya Sapphire Partner
- Contact Center
- IP Office
- Scopia Endpoints
- SME Communication
- Unified Communication

Avixa CTS Certifications*
- Certified Technology Specialist

Broadcom Platinum Partner
- Archiving and E-Discover
- Core Security
- Cyber Security Services
- Data Protection
- Encryption
- Endpoint Management
- Enterprise Security
- High Availability
- Information Protection
- Mobility Solutions
- Storage Management
- Threat Protection

Check Point 3 Stars Partner

Cisco Gold Certified Partner

- Advanced Collaboration Architecture Specialization
- Advanced Data Center Architecture Specialization
- Advanced Enterprise Networks Architecture Specialization
- Advanced Security Architecture Specialization
- Cisco Certified Design Associate (CCDA)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Internetwork Expert Routing and Switching (CCIE Routing and Switching)
- Cisco Certified Internetwork Expert Voice (CCIE Voice)
- Cisco Certified Network Associate (CCNA)
  - Data Center
  - Route Switch
  - Security
  - Wireless
- Cisco Certified Network Professional
  - Collaboration and Security
  - Data Center
  - Route Switch
- Cisco Hyperflex Authorization
- Cisco IoT Authorization
- Cisco ISE System Engineer
- Cisco Unity Support Specialist
- Collaboration Architecture Design Specialist
- Collaboration SaaS Authorization
- Collaboration Support Specialist
- Collaboration Systems Engineer
- Customer Experience Specialization
  - Collaboration Adoption Advisor
  - Data Center Adoption Advisor
  - Enterprise Agreements Adoption Advisor
  - Advisor Enterprise Networking Advisor
  - Security Adoption Advisor
- Data Center Application Services Support Specialist
- Data Center Architecture Design Specialist
- Data Center Unified Fabric Support Specialist
- Lifecycle Advisor for Collaboration
- Lifecycle Advisor for Enterprise Agreements
- Lifecycle Advisor for Enterprise Networking
- Master Security Certification
- Security Architecture Systems Engineer
- Unified Computing Technology Field Engineer

Cisco Specializations

- Advanced Collaboration Architecture
- Advanced Data Center Architecture
- Advanced Enterprise Networks Architecture
- Advanced Security Architecture
- Cisco ONE–Access
- Cisco ONE–Data Center
- Cisco ONE–WAN
- Collab ELA UC WBX OnPrem TP PC
- Hyperflex Resellers Authorization
- IoT Authorized Partner
- U.S. Federal Authorization
- Webex Telepresence Program

Citrix Platinum Solution Advisor

- Citrix Cloud Integrated Apps and Data Suite
- Citrix Cloud Lifecycle Management
- Citrix Cloud Virtual Apps and Desktops
- Citrix Cloud Virtual Desktops
- Citrix NetScaler
- Citrix NetScaler Gateway
- Citrix NetScaler SD-WAN
- Citrix ShareFile
- Citrix Workspace Suite
- Citrix XenApp
- Citrix XenDesktop

CompTIA

- CompTIA Network+
- CompTIA Security+
- CompTIA Server+

Dell Technologies Titanium Partner

- Converged Infrastructure
  - Converged Infrastructure Services–VxRail–deployment
- Core Client
- Data Protection
  - Data Protection Services–Avamar–deployment
  - Data Protection Services–Data Domain–deployment
  - Data Protection Services–RecoverPoint–deployment
  - Data Protection Services–RecoverPoint/SE–deployment
- Networking
- Server
- Storage
  - Storage Services–SC Series–deployment
  - Storage Services–Unity–deployment

Digital Signage Experts Group Certifications

- Digital Signage Certified Expert (DSCE) certified
- Digital Signage Content and Media Expert (DCME) certified
- Digital Signage Display Expert (DSDE) certified
- Digital Signage Network Expert (DSNE) certified
- Digital Signage Sales Professional (DSSP) certified

Google Premier

- Google Cloud Chrome–Partner
- Google Cloud Enterprise Search–Partner
- Google for Education Chrome–Premier
- Google for Education G Suite–Premier

Hewlett Packard Enterprise Platinum

- Aruba Certified Design Experts (ACDX)
- Aruba Certified Mobility Professionals (ACMP)
- Aruba Certified Switching Professionals (ACSP)
- HPE Authorized Business Solutions Partner (ABSP)
- HPE Data Center Network Integrators (HPE ASE)
- HPE Enterprise Solutions (APS)
- HPE Enterprise Storage
- HPE FlexNetwork Integrators (HPE ASE)
- HPE FlexNetwork Solutions (HPE Master ASE)
- HPE Networking Authorized Master Partner
- HPE SAN Architect (Master ASE)
- HPE Server Solutions Architects (HPE ASE)
- HPE Storage Solutions Architects (HPE Master ASE)

Hitachi Reseller Partner

HP, Inc. Platinum

- HP, Inc. Authorized Professional Services Partner (APSP)
- HP, Inc. Authorized Support Partner (ASP)
- HP, Inc. DaaS Specialist
- HP, Inc. Desktop, Workstations, and Notebooks (APS)
- HP, Inc. DesignJet Specialist
- HP, Inc. Digital Signage Solutions
- HP, Inc. Education Solutions Specialist
- HP, Inc. Flow CM
- HP, Inc. HA LaserJet Solutions (APS)
- HP, Inc. Healthcare Specialist
- HP, Inc. Imaging and Printing Solutions (APC)
- HP, Inc. Managed Print Specialist Select
- HP, Inc. Partner First Healthcare Specialist
- HP, Inc. Retail Point of Sale (ASC)
- HP, Inc. Technical Production Specialist
- HP, Inc. Verified Online Supplies Reseller

IBM Silver Business Partner

- IBM Midrange Storage Certified

Intel® Technology Provider Platinum Partner

Ivanti Premier Status

- IT Management Solutions

JAMF Corporate Reseller

- JAMF Certified Administrator
- JAMF Certified Technician
- JAMF Gold Reseller
- JAMF Integrator
- JAMF Managed Service Provider

Lenovo Platinum Data Center Partner

McAfee Platinum Partner

Microfocus Authorized Reseller

Microsoft Gold Partner

- Microsoft Certified Database Administrator (MCDBA)
- Microsoft Certified IT Professional (MCITP)
- Microsoft Certified Professional (MCP)
- Microsoft Certified Solutions Developer (MCSD)
- Microsoft Certified Systems Administrator (MCSA)
- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Technical Professional (MCTP)
- Microsoft Endpoint Certified
- Gold Application Development
- Gold Cloud Platform
- Gold Collaboration and Content
- Gold Datacenter
- Gold DevOps
- Gold Enterprise Mobility Management
- Gold Enterprise Resource Planning
- Gold Messaging
- Gold Productivity
- Gold Small and Midmarket Cloud Solutions
- Gold Windows and Devices
- Silver Security

Microsoft Select, Open, Charity, and Academic Volume Licensing Programs with Service and Support for Microsoft Enterprise Agreements

Microsoft Products and Services Agreement (MPSA)

- Microsoft Authorized Education Partner (AEP)
- Microsoft Authorized Surface Provider
- Microsoft Cloud Services Partner (CSP Tier-1)
- Microsoft Delivery Service Partner (DSP)
- Microsoft Double Gold Operational Excellence Award Winner, 2017
- Microsoft Licensing Solution Provider (LSP)

Mimecast Authorized Reseller

MobileIron Gold Partner
- Certified Administrator
- Certified Sales Engineer

NetApp Storage Gold Partner†

Nutanix National Partner

Oracle Gold Partner (Commercial)

Palo Alto Networks NextWave Innovator Partner

Panasonic Prime Partner
- Connection® Business Solutions and Connection® Public Sector Solutions: Diamond Partners
- Connection® Enterprise Solutions: Platinum Partner

Poly Platinum Partner
- Installed Voice
- Microsoft Optimized CX Devices
- RealPresence Environments
- RealPresence Platform

Pure Storage Silver Partner†

Red Hat Premier Reseller

Riverbed Premier Partner

Ruckus Networks Elite Partner

Samsung National Solution Provider
- Authorized Service Provider
- Samsung Knox Authorized Reseller

SAP Authorized Reseller

ServiceNow Premier Partner

Splunk Authorized Reseller

Tableau Authorized Reseller

Tenable Network Security Gold Partner

Toshiba Preferred Partner

Tripp Lite Premier Alliance Partner

Veeam Platinum Partner
- Veeam Accredited Service Provider (VASP)
- Veeam Certified Engineer (VMCE)
- Veeam Sales Professional (VMSP)
- Veeam Technical Sales Professional (VMTSP)

VMware Premier Corporate Reseller
- Certified Enterprise Mobility Associate
- Cloud Provider Competency
- DaaS Competency
- Desktop Virtualization Competency
- Enterprise Mobility Sales
- Hybrid Cloud Competency
- Management Operations Competency
- Mobility Management Competency
- Network Virtualization Competency
- SE Business Continuity Competency
- Server Virtualization Competency
- Software Defined Data Center Competency
- Software Defined Storage Competency
- VMware Certified Advanced Professional
- VMware Certified Professional (VCP)
- VMware Sales Professional (VSP)
- VMware Technical Sales Professional (VTSP)

Zebra Broadline Technology Partner/ Printer Repair Specialist

*Industry standard certifications for digital signage.

†Authorization only applicable to Connection® Enterprise Solutions.

For more information about the comprehensive certifications and authorizations Connection offers, contact an Account Manager today.

Business Solutions	Enterprise Solutions	Public Sector Solutions
1.800.800.0014	1.800.369.1047	1.800.800.0019

www.connection.com/Certifications-Authorizations

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Solve Your Toughest IT Challenges
with Expertise You Can Count On

THE TEAM

2700: Employees

765: Account managers

7 Years Average tenure

540: Engineering, services, and technical staff

THE EXPERTISE

44,000 Hours of training annually

2500: Professional certifications

Hundreds of training hours per engineer every year

THE BUYING POWER

1600: Technology partners

300,000 IT products available

225,000: Custom configurations completed every year and growing

Technology Integration and Distribution Center

Connection™
we solve IT™

Custom Integrations for Today's Technology

You need technology that integrates seamlessly into your existing infrastructure, workflows, and processes. That's why Connection has upgraded and rebranded our distribution facility in Wilmington, OH. Now known as the Technology Integration and Distribution Center (TIDC), this new name reflects the full capabilities of our world-class integration services—and our commitment to connecting you with technology solutions that exceed your expectations.

State-of-the-Art Custom Integration Center

Count on Connection to deliver custom integration services on your schedule. Our enhanced facility covers more than 42,000 square feet, with over 1000 live connections. This enables us to deliver the advanced services you've come to depend on today—with the speed and scalability you'll need tomorrow.

The Connection TIDC is equipped with the latest technologies and powered by industry-leading methodologies, ensuring even the largest custom configuration orders are completed to your exact specifications and ready for overnight delivery to any of your locations, branches, or remote facilities nationwide. Our technicians maintain extensive certifications and authorizations from all major manufacturers, with more than 90% of the team holding one or more CompTIA certifications. Connection is dedicated to ongoing technology training, so our team stays current on the latest industry developments as well as advances in partner technologies and best practices.

Optimize Your Next IT Deployment with Integration Services

Connection offers complete solutions with every order—from the simple request to the complex—no order is too big or too small. Our integration teams have developed key services to provide you with the simplest, most effective methods to deploy your systems, saving you time and money.

Our Technology Integration and Distribution Center Offers:

- **Provisioning and Imaging:** By providing several methods of deployment, such as DISM, MDT, SCCM, and our own custom Connect Deploy tool, we can save you hundreds of staff hours in deployment time. Plus, ensure excellence in image consistency by having our experts build and maintain your image.
- **VPN-based Provisioning:** Setting up a point-to-point VPN connection between the TIDC and your facility enables us to provide complete provisioning services, including the capability to send a unit to your facility with plug-and-play functionality.
- **Deployment Hosting:** Utilizing VPN services, we provide you with a "virtual slice" in our facility to set up a complete SCCM environment or distribution points (MDT, DP). This allows us to deploy directly from your network, speeding the provisioning process and providing excellent quality controls.
- **White Glove (Google and Microsoft):** White Glove enrollment services include the Chrome Enterprise or Microsoft AutoPilot/ Intune solutions. This allows you to receive devices that are ready to use and ready to manage—right out of the box.
- **Mobile Provisioning:** The TIDC offers a wide array of mobile device provisioning and has experience with all major MDM environments, including AirWatch, Mobile Iron, SOTI, and using manufacturer-specific provisioning utilities, such as Samsung Knox and Zebra Stage Now.
- **Jamf Services:** Automate the processes and workflows related to the management of Apple devices from zero-touch to complex deployment. The TIDC offers setup and management of a Jamf Pro instance for easy deployment of all your macOS, iOS, and tvOS devices, and can offer customized deployment options suited to your specific business needs.
- **Remote Management:** Take the hassle out of managing your Apple devices. Using Jamf, we can assist with all aspects of provisioning new equipment and providing remote support to units in the field—including inventory reporting, self-service, compliance monitoring, policy enforcement, software distribution, and patch management.
- **Location in a Box:** Take advantage of one-stop shopping by sourcing all of your equipment from Connection. Our experts provision and test all units and send them directly to your location, in as few boxes as possible or on a skid. This greatly reduces your on-site staff setup time and saves you money because the units are out-of-box ready.
- **Asset Tagging and Data Capture:** Keep track of your important capital assets and save valuable administrative time with one of our multiple tagging solutions. We can utilize your organization's existing label set or create one for you, from simple white labels with digit codes to sturdier tags with colored logos.
- **Kitting/Reverse Kit Solutions:** Our experts can prepare custom kits for your new users. Let us image your systems, ship them, and include additional items that might be required, such as networking equipment or setup documentation.
- **Laser Engraving:** The TIDC can perform laser engraving services that feature your own artwork, adding a layer of device security and increasing your brand awareness.
- **Inventory Planning and Rollout:** Let us manage the logistics of a rollout, securely store newly purchased equipment, and custom tailor a delivery schedule. We can also store your hardware standards and software images, giving you the ability to easily expedite replacements for broken, worn out, or lost equipment.
- **Document/Printing Insertion Service:** Insert a printed set of customized instructions with each product or kit. Our configuration specialists will work with you to develop the documentation your end users need, from answers to common questions to instructions on how to connect a new device to the network.
- **Custom Packing:** To save you significant time in unboxing and waste management, we can remove products from manufacturer packaging and place them in case packs specially engineered to meet your needs.

Need assistance integrating technology into your organization? Let our experts help streamline the configuration, deployment, and support of your IT today.

Business Solutions	Enterprise Solutions	Public Sector Solutions
1.800.800.0014	1.800.369.1047	1.800.800.0019

Learn more at www.connection.com

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Connection™ we solve IT™

Your National Solutions Provider

For the Entire IT Lifecycle

- CONVERGED DATA CENTER
- CLOUD
- SECURITY
- MOBILITY
- NETWORKING
- SOFTWARE
- LIFECYCLE

OUR MISSION IS TO CONNECT PEOPLE WITH TECHNOLOGY THAT:
» Enhances growth » Elevates productivity » Empowers innovation

Connection™

we solve IT™

SINCE OUR FOUNDING

in 1982, Connection has set the standard for customer service in the IT industry. We strive to create a foundation for long-lasting and rewarding partnerships. We offer expert guidance, exceptional service, and innovative strategies to empower you to make informed IT investment decisions.

A collaborative approach to the design, deployment, and support of technology has fueled Connection's growth and earned us the reputation of trusted advisor to our customers.

Connection™ | we solve IT™

Why Connection?

- We are a financially stable, Fortune 1000 company
- We offer complete solutions and services designed to improve operations and increase the value of IT
- We employ the most highly trained, experienced IT professionals in the industry
- We strive to understand your needs and to create solutions that adhere to your requirements and budget
- We serve as a trusted extension of your IT staff
- We are relentless in our commitment to exceeding your expectations

Business Solutions 1.800.800.0014
Enterprise Solutions 1.800.369.1047
Public Sector Solutions 1.800.800.0019

TRUSTED SUPPORT FOR THE

Complete IT Lifecycle

As a leading National Solutions Provider, we connect people with technology that enhances growth, elevates productivity, and empowers innovation. Our Technology Solutions Group will partner as an extension of your team to:

Enhance YOUR GROWTH

We help our customers leverage technology to gain a competitive advantage in their industry. Our Assess, Design, Implement, and Manage (ADIM) approach to solution design ensures we fit the best solutions for your unique requirements.

Let us customize your solution, and then help you extract the full value from your IT investments.

Elevate YOUR PRODUCTIVITY

The work we do helps our customers improve their data centers and IT operations. We enable IT teams to deploy innovative, time-saving solutions to increase productivity, increase agility, and move quickly to better serve constituents.

Leverage the know-how of our team, so you can implement IT that improves your service levels.

Empower YOUR INNOVATION

With our guidance, customers break free of the paradigm where 70% of IT budgets go to maintenance. We deploy innovative approaches to IT challenges—flash storage, hyper-converged infrastructure, and cloud computing—that optimize IT operations.

Partner with us and discover new ways to increase the ROI of your investments.

A Solutions Approach, Focused on Your Needs

Every successful engagement begins with trust. Our teams engage customers with a solutions approach that fosters deep relationships based on trust and exceptional service. We help customers navigate the technology landscape and address their changing needs and challenges, on time and on budget. Everything we do is geared toward meeting your needs today and planning for your needs tomorrow.

The Power of Our Practice Expertise

Our technology practices work in concert to create proven implementations. We have seen countless customer environments and have the experience to selectively employ the most appropriate solutions for your needs. We deliver robust professional IT services and support to ensure the successful delivery of every project—no matter how big or how small.

Results through Quality ADIM Methodology

Our teams are trained to assess, design, implement, and manage technology with industry-leading methodologies. This comprehensive approach ensures your technology solutions:

- Maximize your efficiency and cost savings
- Are tailored to the exact needs of your environment, users, and goals
- Leverage the latest technologies available
- Continue to deliver the results you want day after day, month after month

Converged Data Center PRACTICE

Our Expertise

Connection has qualified experts and experience implementing a breadth of data center solutions for customers of all sizes across diverse industries. Our Converged Data Center Services make it easy to adopt and implement the industry's highest performing infrastructure technologies to keep data centers running efficiently and effectively. Resources can be allocated and used based on analytics whereby workflows and workloads are directed to best serve the organization at any particular point in time. When optimized, organizations can attain new levels of agility and flexibility across all domains of the data center including servers, virtualization, and storage. This is the era of the software-defined data center, and our team can help you realize both the vision and the benefits.

Private and Hybrid Cloud

An on-premises virtualized data center, built by your organization and run by your organization, can be upgraded into a private cloud environment. A true private cloud environment builds from traditional server virtualization and offers distinct attributes of cloud models: pools of compute resources, broad access to data, rapid scalability, self-service provisioning, and the ability to measure usage. Integrate that capability with an off-premises, hosted cloud solution, and organizations can benefit from expanded resource pools for burst, proximity, and budgetary benefit.

Converged Infrastructure

Integrated server, storage, networking, and virtualization platforms are emerging as the modern option for maximum performance and cost efficiency to address today's demanding workloads. Let our team lead you through the planning, integration, and guide the implementation of one of these high-performance platforms to better serve your organization.

Data Protection and Business Continuity

Insulate your operations and your partners from technology failures, natural disasters, and unplanned outages before you have to recover from an unexpected event. Our experts will design a world-class business continuity plan to keep your most critical systems and workloads available—even when disaster occurs. Our team can help you assess the factors to consider how to design your plan and the best technology to implement to achieve continuity in your systems and more importantly, across your entire infrastructure.

Enterprise Disk Arrays and Storage Networking

An organization's data is one of its most valuable assets. The need for efficient, reliable, and cost-effective storage solutions has never been greater. Our team of experts can ensure that you leverage the right storage tiering, classification, and investments to fuel your infrastructure with the data it needs to operate. Whether you want to build a new storage environment or add to an existing one, we can help.

Server and Desktop Virtualization

To develop and roll out a virtualization strategy that helps you maximize data center efficiency and user satisfaction simultaneously is a monumental challenge. Our team of experts has implemented virtualized data centers for customers of all sizes and with widely varied requirements. Whether you start with our virtualization workload assessment, adopt end user computing virtualization, or pursue a software-defined data center vision, let our experts lead you with strategies proven to maximize your investment.

Converged Data Center Solutions FEATURED PARTNERS:

- Brocade
- Cisco
- Dell EMC
- Hewlett Packard Enterprise
- Nutanix
- SimpliVity
- Symantec
- Veeam
- VMware

» For more information, visit www.connection.com/DataCenterPractice

Cloud PRACTICE

Our Expertise

Connection has qualified experts with years of experience who provide a personalized engagement with customers to build the right hybrid and public cloud solutions. Our team helps you discern the factors that should drive the identification and prioritization of providers that can best host your workloads. Combine the attributes of public cloud capacity with high-performing network connectivity and the option to co-locate legacy or proprietary hardware, and optimal possibilities evolve. That's where our team excels—we give you options for delivering a next-generation IT strategy.

Cloud Storage and Disaster Recovery

With an on-premises data center connected to the storage pools or replication services of a public cloud provider, you get a tiered and resilient data protection strategy. Whether your goal is redundancy, primary off-site storage, or a new storage pool for the delivery of a new application, our team will design a solution to accomplish every facet with one of our many public cloud storage partners.

Desktop as a Service (DaaS)

Don't be intimidated by the idea of mobile workforce computing solutions powered by VDI technology. We will simplify it for you. Our team can help you identify the best platforms, approach, and implementation strategy to put the power of hosted desktops to work for your users.

Unified Communications as a Service (UCaaS)

Any technology adopted over the past two decades is now obsolete or will be very soon. The traditional PBX phone system is a perfect example. As organizations seek to replace their aged communication infrastructures, they quickly realize that new ways of delivering telecommunication technology can enhance employee productivity and the customer experience. Our cloud team can guide you through the transition. Let us guide the process to evaluate and implement a hosted UCaaS solution that will meet your unique needs.

Infrastructure as a Service (IaaS) and Platform as a Service (PaaS)

Any organization on a path to fully migrate to the cloud or a new platform to build their next application must make critical decisions. It begins with consideration of the SMAC stack (social, mobile, analytics, and cloud). Our team is well versed in this area and prepared to help navigate the factors that will lead to proper selection—the right architecture and the most appropriate provider.

Connectivity

To develop and implement a connectivity strategy that provides your organization's users and applications with the bandwidth and redundancy to keep your organization running is a daunting task. Couple that challenge with the ability to keep costs under control and manage the network interface effectively, and you face a substantial challenge. Our team has helped customers design resilient, cost-effective networks regardless of environment size or requirements. Put our knowledge to work for your organization.

Colocation

Colocation can provide you with additional or alternate space in which to run your most critical workloads. Our tier 3 colocation data center providers can deliver high fidelity data center capacity through managed data center services for your equipment. Need a better, safer, and more resilient environment? We can help you find the right facility in the right location to meet your needs.

Cloud Solutions FEATURED PARTNERS:

- 8x8
- CenturyLink
- CoreSite
- Cosentry
- Datapipe
- Digital Realty
- EvolveIP
- HOSTING
- Level 3
- Lightower
- Masergy
- Microsoft
- NaviSite
- NetWolves
- nScaled
- Peak 10
- QTS
- Rackspace
- RapidScale
- ShoreTel
- Thinking Phone Networks
- Verizon Terremark
- ViaWest
- VMware
- WestIP
- Windstream
- Zayo

» For more information, visit www.connection.com/CloudPractice

Security PRACTICE

Our Expertise

With the continuous state of change in the global threat landscape, organizations face cyberattacks and security breaches that are growing in frequency and sophistication every day. Our Security Practice offers solutions and services to counteract increased risk proliferation. Based on your organization's needs, environment, processes, and security goals, our experts will provide insights to help you implement the right solutions to address your critical risks and protect your operations. As an extension of your IT team, we're committed to keeping your organization operating safely and securely.

Security Assessment and Audit

Our Security Assessment and Penetration Testing Services help prioritize where you should focus resources to reduce overall risk. We will help you better understand today's real-world threats and how they could affect your organization. A Penetration Test can uncover a myriad of vulnerabilities in any environment. It helps highlight which vulnerabilities are exploitable, which risks are critical and therefore need to be addressed with a high priority, and which items must be remediated over time. Our team identifies and understands the vulnerabilities that exist in your environment, then works with you to develop a prioritized plan to bring that risk in line with acceptable levels in accordance with compliance-based security requirements such as HIPAA, HITECH, ePHI, PCI, GLBA, and FISMA.

Security Suite Optimization

Industry data shows that more than 30% of all software security solutions are acquired in suites to aid in the unification and implementation of security policies. In other words, where one mechanism leaves off—another one immediately picks up. Since security can often be a mix of investments from multiple vendors, we frequently see areas where coverage cannot be extended and also examples where integration between vendors' products is less than ideal.

In this engagement, our team works with you to determine and document your security risks, outlines gaps in security coverage and protection, and advises you on the correct steps to take to address these risks. Our team can help ensure that whether you're using one or multiple security providers, your environment is adequately configured and provides the protection, visibility, and oversight that your organization, users, and data require. This "Unified Security Stack" is the goal based on principles of uniform policy implementation, complete coverage and seamless security protection.

Security Governance, Risk, and Compliance

A multi-step process is needed to develop and implement a comprehensive security management plan. The first step is to have a solid understanding of your environment's security risk level. Let our experts help you identify and document all policies and controls. Then we will help validate an ongoing process to maintain compliance with those policies over time. Our team draws on years of experience and stays abreast of current threats in order to help you develop a well-documented, well-defined security program from investigation to implementation.

Managed Security Services

Does your organization know where it stands in relation to company policies and compliance controls, 24×7×365? Does your security infrastructure provide you the protection, visibility, and oversight to manage security events? Our Security Practice utilizes a proven process and industry-leading tools to continuously monitor and manage your environment. Our team will give you an accurate picture of your risk and a solid foundation to continuously protect, detect, and react to today's sophisticated and constantly evolving security threats.

Security Solutions
FEATURED PARTNERS:

- AirWatch by VMware
- Aruba
- Barracuda
- BeyondTrust
- Check Point
- Cisco ISE
- Cisco/Sourcefire
- Fortinet
- Imprivata
- Intel Security
- Kaspersky
- LogRhythm
- MobileIron
- Ping Identity
- Quest Software
- RSA
- SecureAuth
- Solarwinds
- Sophos
- Splunk
- Symantec
- Trend Micro
- WatchGuard

» For more information, visit www.connection.com/SecurityPractice

Mobility PRACTICE

Our Expertise

Connection works with customers to extend their on-premises and on-campus IT infrastructures to the mobile experiences that today's organizations require. Our team can work with you to ensure that the necessary network infrastructure is in place all the way through to securing the data on each device to prohibit unnecessary or unacceptable risk.

Whether your requirements are small or large, we can help you develop the right solution with products and services best suited for your mobile device environment. We support the mobile computing needs of a workforce increasingly on the go. We offer custom configuration, imaging, delivery, and enhanced security solutions for mobile data and devices.

Mobile Readiness Survey

A successful on-campus mobile project is reliant on the wireless network that will support it. Let our team perform a full site survey to help you map out where you have the coverage necessary to succeed and where upgrade or extension of that network will be necessary to achieve success. Our team will architect a solution for you based on our findings and can deliver the full implementation for you to ensure that you don't under or overestimate what's required.

Mobile Device Management

Whether you are going with an organization-owned device strategy or an employee-owned device strategy, you will need to ensure that the registration process and security policies properly govern those devices as they traverse yours and other host networks. Ranging from application delivery and device management policy all the way to user-level restrictions, our team can ensure that your MDM project is a success from day one.

Mobile Device Security

The first step in any mobility initiative is to ensure proper security, protect data, and comply with regulations. With so many different devices, products, and methods available the choices can seem complex. Our team of specialists can also help you deliver Mobile Content Management (MCM) solutions, which allow organizations to secure document distribution and mobile access to files through a native mobile app. Let us help you sort through the complexity with our diverse knowledge of today's market and products, so your employees can securely access the resources they need to stay productive.

Mobile Deployment Services

Deploying a large number of mobile devices over a large territory can stress the limits of your IT organization and be very costly. Our warehouse and configuration center can make this a budget-friendly and simple exercise and provide you with an ongoing solution.

Mobility Solutions
FEATURED PARTNERS:

- AirWatch by VMware
- Good Technology
- JAMF Software
- MobileIron

PLATFORM EXPERTISE:

- iOS
- macOS
- Android
- Blackberry
- Windows Mobile

» For more information, visit www.connection.com/MobilityPractice

Networking PRACTICE

Our Expertise

Connection has qualified experts with experience building the right networking solutions for thousands of customers. Let our in-house experts help you build a complete IT infrastructure with a solid foundation. Our services address network efficiencies, collaboration requirements, increased speed, and greater productivity. In-depth assessment, documentation, consultation, design, planning, installation, and management services are available for all networking solutions.

Network Architecture

A secure, reliable and resilient network is crucial for any entity operating in today's technology-driven world. Our Network Practice can help you develop a clear understanding of the capabilities and shortcomings of your existing infrastructure and chart a plan for remediation. Engagement goals include:

- Understand existing network infrastructure
- Find new ways to expand capabilities
- Leverage current investments

Rapid network expansion, newly acquired or merged networks, may leave you with uncertainty about your overall environment. We can dig deep into your infrastructure with a comprehensive discovery of your IT network, document its current state, and conduct a performance analysis for each appliance for a holistic view. We help identify the equipment that should be upgraded and review performance issues, such as bottlenecks.

Once issues are uncovered or known issues are identified, we provide remediation plans to fix the problems, optimize your network's performance, and increase your network capabilities. Let our experts help you define the right network architecture for your organization, implement it according to proven practices, and tune it for the applications and traffic patterns that exist in your environment.

Network Access

Network access can be simplified and secured with one network, one policy, and one management architecture. Our experts will take a holistic approach to design a network that provides wireless access that performs like wired, and effectively supports the policies that enable BYOD (Bring Your Own Device). Our Networking Practice works closely with our Security Practice to create policy-driven, on-demand access solutions with built-in security layers and will help you not only optimize your environment and resolve capacity issues but also include security measures across all domains.

Collaboration

The social, mobile, collaborative world is upon us. Regardless of job function, organization, or industry, technologies to maximize your efficiency and ability to remain engaged are essential. Our team has guided organizations through the careful selection of the right unified communication and collaboration technologies that drive innovative efficiencies. Take the journey with us to find new ways to uncover and act on information that is often scattered across your organization.

We will work together with you to unify voice and video across your organization and build upon the existing foundation of your network infrastructure. We can also help you understand how to expand your existing network footprint to support the use of video and determine if your network is ready to support the real-time traffic and Quality of Service (QoS) necessary for these types of applications. With network weaknesses identified and remediated, we'll help ensure your IT dollars produce maximum ROI while delivering high levels of performance.

Networking Solutions FEATURED PARTNERS:

- Aerohive
- Aruba
- Cisco
- Dell EMC
- F5
- Hewlett Packard Enterprise
- Polycom
- Riverbed
- ShoreTel
- VMware

» For more information, visit www.connection.com/NetworkingPractice

Software PRACTICE

Our Expertise

Connection has qualified experts and decades of experience to help customers build the right solution stack for their organizations. Our team helps you discern the factors that should drive the architectural considerations that in turn should drive your investment. Today's IT strategy is focused on outcomes, and there's no greater source than the software that manages the data and yields the insights that drive our daily work.

Messaging Platform Services

A secure, reliable, and resilient messaging architecture is an essential asset for any entity to operate in today's technology-dependent world. Let our experts help you choose the right messaging platform for your needs and implement it according to proven practices.

Whether you're migrating to Office 365, upgrading your on-premises Microsoft Exchange infrastructure, or moving from a legacy to a modern messaging platform, our team can help. Once you're up and running, we will further integrate and performance-tune it for the applications and traffic patterns that exist or may change in your environment.

Infrastructure Software Services

Software versions change often. With every passing launch, upgrade, and end of support there is opportunity, from reconfiguration to redesign. Let our team of experts show you where your infrastructure would benefit from re-architecting the design and deployment of your Windows and Active Directory services.

Once new versions of the core services are in place, continuing to leverage an old Microsoft services design is a missed opportunity. Leverage our team to show you how to get the most from your investment.

Application and Database Services

Today's information architectures are built off of the applications that users navigate to create and manage data. That data then fuels decision-making, personalization possibilities, and ultimately the customer experience. From higher education institutions that want to deliver a great new admissions application to growing commercial entities that need to reach more consumers, the database is at the core of applications.

Our team of experts will ensure that you've implemented your database platform in the most scalable and proven pattern. If you need performance improvements, let us perform a healthcheck to ascertain what optimization is required. For example, if resiliency and failover are your priorities, let us design and build the solution that meets those specs.

Software Solutions FEATURED PARTNERS:

- AirWatch by VMware
- Citrix
- Intel Security
- Microsoft
- MobileIron
- Red Hat
- Sophos
- Symantec
- Veeam
- VMware

» For more information, visit www.connection.com/SoftwarePractice

Lifecycle PRACTICE

Our Expertise

Connection offers a contemporary IT Service Management (ITSM) model, which includes service desk offerings, IT staffing, remote infrastructure management, and lifecycle services. Technology deployments, refresh/upgrades, move/add/change, maintenance, management, and disposal services are available as projects or as ongoing managed services. We also maintain configuration and depot services for network and end-user assets. Our robust Project Management Office and IT Infrastructure Library (ITIL) foundation ensures operational excellence throughout every engagement. With more than 97% of U.S. zip codes available for field services, support locations, and service desk operations nationwide, we are ready to provide service anytime, anywhere.

IT Service Management

Relevant forces such as aggressive application adoption, rapidly evolving infrastructure, end-user sophistication, and IT functions at the department level increase constraints on IT. The resulting adverse effects include the inability to sustain governance, difficulties safeguarding infrastructure, and challenges to maintain service level agreements. However, if you evolve service desk operations to an ITSM framework—including remote infrastructure management, provisioning, and asset management solutions—you gain a first line of defense to reclaim consistent support and visibility. Our single point of contact ITSM framework has proven successful for many IT leaders. As a national IT solutions provider, Connection will function as an extension of your IT department to deliver the ITSM Solutions that give you a measurable advantage.

Our team offers decades of experience through comprehensive, yet flexible, services:

- Service Desk
- Maintenance
- Asset Management
- IMAC
- Remote Management

Technology Deployments

As a qualified extension of your IT department, we deliver lifecycle services from the data center to the desktop, nationwide. Solutions range from complete ITSM services to modular lifecycle functions, as required. Services can be executed on a per project basis or as an ongoing managed service in a very customizable and agile framework.

Services span:

- Configuration
- Logistics
- Refreshes
- Upgrades
- Installation
- Maintenance
- Disposal
- Device as a Service

IT Staffing Services

Hiring top IT talent is a crucial ingredient in your organization's success. Finding those individuals quickly saves time and money. Connection offers a full range of Technology Staffing Services to fit every organization and environment. Our experienced staffing experts can help you recruit the best candidates for any project and any timeline. With our Contract-to-Hire Staffing Service, organizations gain the freedom to make hiring decisions with confidence. Our recruitment team works with your hiring managers to identify the skills, traits, and experience your organization requires, and then we find the best candidates for the job.

Our offerings include:

- Contract
- Contract-to-Hire
- Direct Hire
- Payrolling Services

We can provide the expertise you need to remain productive, and focused on your job—without the wait, costs, or risks of traditional hiring.

Our Lifecycle Services Delivery Model Is Your Foundation for Success:

Proven Solutions—Reliable, measurable, and flexible services throughout the engagement process

Win-Win Approach—The most flexible approach to solving IT needs and ensuring ongoing operational excellence

Fully Integrated Offerings—From discrete lifecycle projects to ongoing deliverables to managed service level agreements including service desk, asset management, refresh cycles, and remote infrastructure management

Project Management—Onboarding support, lifecycle implementation, and steady state operations in conjunction with service delivery teams

Service Delivery Support—Highly effective service accountability, ongoing service execution, and continuous improvement

Full Suite of Services—Extensive consulting, engineering, process improvement resources, and customer advocacy to leverage optimal client outcomes and customer satisfaction

WebSPOC™—This ITIL certified incident management system includes asset management, problem management, contract management, configuration management database, and overall ITSM framework

» For more information, visit www.connection.com/LifecyclePractice

Connection we solve IT™

YOUR IDEAL PARTNERSHIP TO

Optimize IT

CONNECT WITH OUR:

Advanced Technology Solutions
We transform technology, turning trusted brands into complete IT solutions, by adding a unique combination of IT services, expertise, and support.

Convenient Availability
We have priority access to the biggest IT brands in the industry—granting us the ability to maximize product availability.

Dedicated Account Teams
Our sales force is the most tenured in the industry, and they understand your environment and the external forces that affect it.

Rapid Response Times
Within hours of an order, we can have items picked, configured, packed, and in-flight to any nationwide location—well past typical cut-off times—for next-day delivery.

Global Procurement
We offer global procurement in 174 countries with more than 500 suppliers, allowing us to provide IT service management that's unmatched in our industry.

Custom Configuration
Our technicians perform a broad range of services at our ISO 9001:2008 certified lab, and we can deliver the next business day.

Industry-Leading Expertise
Our team of experts can support the assessment, design, implementation, and management of all your IT projects.

Support Throughout the IT Lifecycle
We provide a full line of IT services to maintain your infrastructure throughout the technology lifecycle, as well as customizable professional services to support the unique needs of your organization.

Software Licensing
Our experienced licensing team is ready to help you find licensing programs that will stretch your software budget and protect you from liability.

Efficient Procurement Tools
Our website offers an efficient procurement channel with benefits that include purchasing authorization control and the ability to connect eProcurement systems, ERPs, marketplaces, and more. We also offer flexible payment options like credit card, P-Card, Net Terms Account, and leasing programs.

Premier Technology Certifications
We hold premier certifications with top vendors that allow us to offer in-demand products and expert technical service and support.

Vendor-Agnostic Design
We offer recommendations that reflect the best possible outcome for your needs, regardless of vendor or brand.

Product Authorizations
We hold authorizations with top OEM partners. This keeps us in-tune with advances in technology and enables us to offer the most sought-after products.

Strong Industry Partnerships
Our award-winning service and deep partnerships with leading industry suppliers ensure you have access to the latest technologies and resources.

» Visit www.connection.com/ConnectionDifference to learn more.

GLOBAL SERVICES:

Anywhere IT Simplified

Our Expertise

The Global Services team at Connection is well established in our industry with decades of technology experience at home and abroad. Whether you're procuring IT for a branch office across town or an office halfway across the globe, we can help. Our alliances throughout the world provide seamless solutions for your global IT needs. Our team of experts offers assessments, analysis, and technology planning and integration to help you simply and seamlessly manage and enable global procurement. Turn to our GlobalServe solutions experts to help you solve your toughest procurement challenges.

Logistics

Customs inspections, missing paperwork, and local regulatory requirements can often lead to delayed product deliveries. We have a deep understanding of and experience with global logistics and supply chains and can help you navigate the challenges of getting a product from point A to point B.

Sourcing

Locating a reliable partner or IT supply chain in an unfamiliar country can create confusion and require added scrutiny. Calls to unknown suppliers with questionable reputations can add both time and risk to the process. We take the frustration out of supplier relationships. Our team has more than a decade of experience contracting with over 500 suppliers in 174 counties. We can do all the work for you.

Account Management

Organizations prefer to work with a trusted resource, and that can become difficult when you are branching out into several locations around the world. Additionally, it can be difficult to manage and update catalogs, manage end of life products, and SKU and currency conversions with global procurement. Our Data Management Team handles all the complexities of deploying your catalogs in a global environment. And, our Supplier Management Team manages all vendors in country to circumvent challenges with languages and currencies.

Acquisition Activity

Mergers inherently create a complicated web of vendors and partners around the world. As a result, companies often face redundancies, budgetary waste and missed opportunities for savings. We can help you consolidate and simplify IT procurement activities—with full discount levels that would otherwise be difficult to achieve with global procurement.

Our Solution

Organizations with an international footprint are constantly searching for simple and seamless global purchasing to streamline communication and in-country support, while staying connected to worldwide branches. Challenges span delivery inconsistencies, freight forwarding, customs, tax considerations, currency and exchange factors, warranty claims, and service. Our GlobalServe solution delivers the support you need, with four pillars of global procurement and supply excellence:

People

Delivering global solutions for over 16 years, Connection has some of the most knowledgeable and experienced people on our team. We intimately understand the complexities of global logistics and supply chain.

Process

Our digital GlobalServe solution is powered by automation, enabling billions of transaction dollars to seamlessly traverse our systems and processes. Our team is dedicated to sound processes that make our systems more efficient, enabling prompt problem resolution. Whether we are onboarding a new customer or supplier or escalating a transaction, we are dedicated to efficiency and speed.

Technology

Connection's GlobalServe solution lets you capture full discount levels that are difficult or impossible through other global procurement. Our solution runs on patented technology, enabling organizations to purchase products from multiple OEMs in multiple currencies. You can build catalog bundles, extended catalogs, and domestic catalogs, utilize punch out and hybrid purchasing, and direct and indirect purchasing channels. Our technology makes it easy to add new equipment to a catalog and manage vendors and normalize the transaction flow in an automated fashion, regardless of geography and currency.

Supply Chain

In addition to products, we provide a broad spectrum of IT services to our customers. Our team has more than a decade of experience, contracting with a network of over 25,000 certified IT professionals. We've done all the work for you. We have all the contracts and fullfillment services agreements in place. When we create a scope of work for a new customer, it becomes an addendum to our preestablished terms and conditions with our suppliers. This lets us quickly and easily activate the supply chain around each individual customer's varying technology requirements.

For more information, watch our global procurement video online at www.connection.com/GlobalServices

TAKE THE COMPLEXITY OUT OF

IT with Our Resources

Finding the right IT solution or service for your organization can be a challenge. Connection makes it easier to identify and evaluate the right technologies for your unique environment. Our experts have assembled all the information you need to make informed IT investments—with valuable articles, case studies, videos, and online tools just one click away.

Connection's Official Blog

Our technology blog, Connected, serves as your one-stop resource for valuable insights from our on-staff technology experts and featured industry leaders regarding the latest news and information on IT solutions and technology trends. Join the conversation as we explore topics of importance to IT professionals.

www.connection.com/Blog

Solutions Videos

Keep up to date with trending topics, delivered directly from Connection's in-house studio. Our comprehensive video library provides answers to your questions on today's toughest technology issues. Meet the teams behind our Practice Areas and learn how they can help you optimize your IT. Each solution video showcases top experts who discuss emerging trends and key challenges in today's technology ecosystem.

www.connection.com/Videos

The Pulse of IT

We partnered with IDG, the world's leading IT research company, to survey IT decision makers across the nation. The results provide insights around today's top concerns, industry trends, and challenges faced by respondents in their day-to-day roles. Find out what your peers are saying about their past, present, and future IT experiences. How does your organization compare? Find out by viewing the results for yourself.

www.connection.com/TechPulse

Connected Magazine

Browse the most recent issues of Connected magazine for information and insights on the latest technologies, IT trends, and more. Each edition of our publication is full of helpful resources on in-demand topics, including articles, survey results, and in-depth info on cutting-edge hardware and software solutions.

www.connection.com/eMags

Case Studies

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765+ Account Managers

10 Years Average Tenure

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The TEAM

44,000 Hours of Training Annually

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Hundreds of Training Hours Per Engineer Every Year

The EXPERTISE

1600+ Technology Partners

300,000 IT Products Available

225,000+ Custom Configurations Completed Every Year and Growing

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Partner with Us

When you are faced with opportunities and challenges, it's important to have a reliable IT partner on your side. We are confident that your partnership with Connection® Public Sector Solutions will deliver you value through a combination of depth of experience, savings, and outstanding service.

Take a closer look at Connection and you'll see that everything we do revolves around making it easier for you to evaluate, design, purchase, implement, and maintain complete IT solutions that enable you to better fulfill your mission. Not only are we named on the contracts you use most, but we have the technology solutions, dedicated account teams, on-staff experts, product authorizations, IT services and efficient procurement tools you need to take care of everything with a single phone call.

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Why Connection® Public Sector Solutions?

- We are a financially stable, Fortune 1000 company.
- We offer complete solutions and services designed to improve operations and increase the value of IT.
- We employ the most highly trained, experienced IT professionals in the industry.
- We strive to understand your needs and to create solutions that adhere to your requirements and budget.
- We serve as a trusted extension of your IT staff.
- We are relentless in our commitment to exceeding your expectations.

1.800.800.0019
www.connection.com/ps

echnology Solutions, Products and Services

Region 4 ESC - TX

Contract Number: R210402

Initial Term: June 1, 2021 to May 31, 2024
Renewal Options: Option to renew for two (2) additional one-year periods through May 31, 2026

RENEWED THROUGH May 31, 2025

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Award Letter
- Contract Renewal 1
- Contract Update - Apple Higher Ed Pricing
- Contract Update - Additional Market Group – CyberSecurity Services

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Previous Contract

- Previous Contract R160202

Technology Solutions, Products and Services

Region 14 ESC - TX

Contract Number: 01-144

December 1, 2022 to November 30, 2025
Option to renew for five (5) additional one (1) year periods through November 30, 2030.

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication

DocuSign Envelope ID: 7891C183-4D13-4021-91C8-6E2D622C335D

October 27, 2023

Robert Marconi
Vice President SLED Sales
GovConnection, Inc. dba Connection – Public Sector Solutions
732 Milford Road
Merrimack, NH 03054
Email: Bob.marconi@connection.com

Re: Renewal Award of Contract # R210402

Dear Mr. Marconi:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that GovConnection, Inc. dba Connection – Public Sector Solutions has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 19, 2021, and subsequent performance thereafter:

Contract

Technology Solutions, Products, and Services

The contract will expire on May 31, 2025, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com .

The partnership between GovConnection, Inc. dba Connection – Public Sector Solutions, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Robert Zingelmann
30EE15BFEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

DocuSign Envelope ID: 7A44D1AE-E67B-40A9-BCC1-B014DCB41E1D

April 30, 2021

Robert Marconi
Vice President SLED Sales
GovConnection, Inc. dba Connection – Public Sector Solutions
732 Milford Road
Merrimack, NH 03054
Bob.marconi@connection.com

Re: Award of Contract #R210402

Dear Mr. Marconi:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 27, 2021, we are pleased to announce that after successful negotiated terms and conditions, GovConnection, Inc. dba Connection – Public Sector Solutions has been awarded an annual contract for the following, based on the sealed proposal (RFP#21-04) submitted on January 19, 2021:

Commodity/Service	**Supplier**
Technology Solutions, Products and Services	GovConnection, Inc. dba Connection – Public Sector Solutions

This contract is effective June 1, 2021 and will expire on May 31, 2024. As indicated above, your contract # is R210402. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and GovConnection, Inc. dba Connection – Public Sector Solutions.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Deborah Bushnell, the Contract Manager assigned to your contract, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

Sincerely,

DocuSigned by:
Robert Zingelmann
30EE15BFEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

OMNIA® PARTNERS

NATIONALIPA EXPERIENCED • FOCUSED • TRUSTED | US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Technology Solutions, Products, and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 21-04

RFP Issued: December 1, 2020

Pre-Proposal Date: December 15, 2020

Response Due Date: January 19, 2021

Proposals Received: 17

Awarded to: Connection

Contract # R210402

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 21-04 on December 1, 2020, to establish a national cooperative contract for Technology Solutions, Products, and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On January 19, 2021 proposals were received from the following offerors:

- Avaya Inc.
- CDW Government LLC
- Compulink Technologies, Inc.
- GovConnection, Inc. dba Connection – Public Sector Solutions
- Double Line, Inc.
- Edlio LLC
- Active Internet Technologies, LLC, dba "Finalsite"
- HP Inc.
- Iron Bow Technologies, LLC
- Office Depot, LLC
- Phoenix Business Inc dba Phoenix Business Consulting
- ThunderCat Technology, LLC
- vCloud Tech Inc.
- Vertosoft LLC
- WalkerCom, Inc.
- Waypoint Business Solutions, LLC
- World Wide Technology

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Connection – Public Sector Solutions demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of June 1, 2021.

Contract Highlights:

A recognized leader in the IT reseller arena for over 39 years, as a leading National Solutions Provider and premier reseller of over 425,000 IT products and services from more than 1,600 manufacturers. Connection has established a long, successful history of supporting K-12, higher education (HIED), and state and local institutions, nationwide.

Contract includes:

- 300,000 technology products across 1,600 + brands
- Sophisticated Web-based services, volume software licensing, and eProcurement
- Complete solutions and services designed to improve operations and increase the value of IT

Term:

Initial three-year agreement from June 1, 2021 through May 31, 2024 with the option to renew for two (2) additional one-year periods through May 31, 2026.

Pricing/Discount:

Pricing in the form of fixed discounts from standard web catalog list price on all products and SKU'd services.

OMNIA Partners, Public Sector Web Landing Page:

https://www.omniapartners.com/publicsector/suppliers/connection/contract-documentation#c35944

City Council Meeting **K. 3.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the purchase of a PacPress filter press non-competitively from Harrington Industrial Plastics LLC for a total price of $862,862.01 and determine that this action is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that the City Council determine that purchasing a filter press is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and approve the Sole Source purchase of a PacPress filter press from Harrington Industrial Plastics LLC for a total price of $862,862.01.

RECOMMENDATION:

Staff recommends that City Council determine that purchasing a filter press is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and recommends approval of a Sole Source purchase of a PacPress filter press from Harrington Industrial Plastics LLC for a total price of $862,862.01.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) produces, treats, and distributes potable water to approximately 22,000 customers within its service area. Water is treated 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. Both WTPs 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 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 specify sludge de-watering equipment and engineer associated site improvements at the Hinckley WTP. Dudek successfully completed the Engineering phase of this project in June 2024. The project scope-of-work required Dudek to work with MUED staff to identify practical, efficient de-watering technologies before developing plans and specifications for the Construction phase of the project. Dudek and the MUED staff determined that a semi-automated filter press is the best sludge de-watering technology for the Hinckley WTP. Dudek contacted four (4) known manufacturers of filter presses - PacPress (Anaheim, CA), Alfa Laval (Virginia), M.W. Watermark (Michigan), and Ishigaki (Japan and New Hampshire) requesting equipment specifications. Only PacPress was responsive and submitted specifications for their product. The other manufacturers declined to submit equipment specifications, citing difficulties warrantying and servicing their products from such a great geographic distance.

Dudek and MUED staff met with PacPress representatives to learn more about their product, toured the PacPress manufacturing facility, and visited a Los Angeles metal plating company that uses a PacPress filter press for a product demonstration. The PacPress filter press works well, and feedback from the metal plating company employees that operate the equipment daily was positive. Dudek and MUED staff determined that the PacPress equipment is ideal for the Hinckley WTP de-watering process, and Dudek refined the equipment installation and site construction plans to specify the use of this product.

Harrington Industrial Plastics LLC (Harrington), located in Anaheim, is the sole west coast distributor of PacPress products. Dudek and MUED staff negotiated a reasonable purchase of $862,862.01 with Harrington for a seventy-five cubic foot (75 CF) PacPress filter press, platform, and associated equipment. This price includes delivery and unloading of equipment at the Hinckley WTP. The lead time for manufacturing and delivery of this equipment is approximately six (6) months. Purchasing this equipment directly from Harrington, in lieu of including the purchase in a future installation and construction project contract,

saves the City approximately $60,000. Equipment installation and associated site construction services will be competitively procured soon after the equipment is delivered.

This purchase 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 it 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:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager
Paul Mariscal, Water Utility 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
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. The FY 24/25 MUED Budget includes funding for this purchase.

Attachments

Harrington Sole Source Recommendation

Harrington PacPress Quote

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: 9/3/24

TO: Purchasing Division

FROM: John R. Harris, MUED Director

Purchase Requisition # _____

Estimated Total Cost: $ 862,862.01

Proposed Vendor: Harrington Industrial Plastics LLC

Request Term: 9/3/2024-9/2/2025

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: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☒ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

The PacPress equipment is the only such equipment available in the western United States. The City's Engineering Consultant contacted two (2) additional equipment manufacturers, both located in the eastern United States during the Preliminary Engineering phase. Both declined to provide information about their product since providing warranty and maintenance services from such a great distance would be difficult and costly. Therefore, evaluating the specifications of these products was not possible.

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:

   Two (2) other equipment manufacturers declined to provide specifications about their product.

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.
   John R. Harris

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

   The MUED Water Production operation would continue the very inefficient and costly practice of manually transporting and drying treatment chemical sludge byproducts.

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

Prepared by — Date: 6/28/2024

Department Director — Date: 6/28/2024

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Harrington Industrial Plastics LLC

Harrington Industrial Plastics
1141 North Kraemer Blvd
Anaheim CA 92806

Phone: **714-238-9150** **Fax:** **714-238-9152**

Attention: AGATA

Company: CASH SALES-TERRITORY 024

To: jwhitesel@hipco.com

From: Jay P. Whitesel

Subject: QUOTE 002H2655

Memo:

Harrington Industrial Plastics
1141 North Kraemer Blvd
Anaheim CA 92806
714-238-9150
714-238-9152 Fax

Quotation# 002H2655
Written: JPW
Quote Date 06/25/24
Expire Date 07/31/24
Page 1 OF 7

Quotation

075745
CASH SALES-TERRITORY 024

1141 NORTH KRAEMER BLVD
ANAHEIM, CA 92806

Ship To:
DUDEK CORPORATION
27372 CALLE CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675

Job:

RFQ# 75 CF FILTER PRESS

Contact: SAM
Phone#:
Fax: 714-238-9152

Ship Via: BEST WAY POSSIBLE
FOB / Delivery ARO: SHIPPING POINT
Frt-Terms: CHRG INBOUND & OUTBOUND

Product/Description	Quantity	Price	U/M	Extension
*3099 FILTER PRODUCTS MISC MODEL #P12L132-75A P12L 75 CUBIC FOOT FILTER PRESS	1	165000.00	EA	165,000.00

Total Volume: 75 ft3

Surface area: 1548 square feet

Size of Filter Plates: 1200 mm

Number of Filter Plates: 59

Plate Construction: Polypropylene

Seal Style: Non-Gasketed

Plate type: Recessed Chamber

Maximum Operating Pressure: 100 psig

Maximum Operating Temperature: 115F

Cake Thickness: 32 mm

Cloth Type: (PMM) Multifilament Polypropylene

Type of Closure: Electric Hydraulic

Head Plate Design: Solid Plate

Frame Construction: Sidebar,

Continued

Harrington Industrial Plastics
1141 North Kraemer Blvd
Anaheim CA 92806
714-238-9150
714-238-9152 Fax

Quotation# 002H2655
Written: JPW
Quote Date 06/25/24
Expire Date 07/31/24

Product/Description	Quantity	Price	U/M	Extension
Steel Design Control Panel: Right Side Discharge/Air Purge Piping: PVC W/MANUAL BUTTERFLY VALVES INLET FEED PIPING: PVC WITH NO INLET VALVE Finish: Polyurethane SAND BEIGE PAINT COLOR				
FILTER PRESS FEATURES				
*3099 FILTER PRODUCTS MISC EMERGANCY SAFETY PULL CORD Safety Pull Cord is located on both sides of the filter press and will automatically stop the plate shifter or the hydraulic closure if activated by the operator.	1	0.00	EA	0.00
*3099 FILTER PRODUCTS MISC AUTOMATIC PLATE SHIFTER WITH SERVO-MOTOR DESIGN The filter plates are set up for auto shifting one at a time. This design works with the Control Panel listed	1	33500.00	EA	33,500.00
*3099 FILTER PRODUCTS MISC PLC-BASED AUTOMATION CONTROL PANEL Includes Nema 4X panel to automate the operations that would normlly be manual. Includes AB CompactLogix PLC and 7-inch HMI touch panelview UL 508 certified.	1	108500.00	EA	108,500.00

Continued

Harrington Industrial Plastics
1141 North Kraemer Blvd
Anaheim CA 92806
714-238-9150
714-238-9152 Fax

Quotation# 002H2655
Written: JPW
Quote Date 06/25/24
Expire Date 07/31/24

Product/Description	Quantity	Price	U/M	Extension
*3099 FILTER PRODUCTS MISC FILTER PRESS VALVE AUTOMATION MODEL #VC12CEA Includes automation for Inlet valves are 5 each 4-inch Dezurik PEC Plug Valves-Ductil Iron with 110v electric actuators and 110v feedback sensors. Also 6 each 3-inch Dezurik BAW Butteryfly valves with Wi with 110v electric actuators and 110v feedback sensors.	1	152000.00	EA	152,000.00
*3099 FILTER PRODUCTS MISC BOMBBAY DOORS 304 STAINLESS STEEL WITH LAUNDERS These Bombay style doors are constructed of a carbon steel Frame with 304 Stainless Steel Doors. They are frame mounted and are hydraulically activated	1	25700.00	EA	25,700.00
*3099 FILTER PRODUCTS MISC SET OF LIGHT CURTAINS _ SAFETY DEVICE MODEL #L12-48X2 BOTH SIDES OF FILTER PRESS, Photoelectric beam that is projected across the operational area of the filter press. If the beam is broken, the plate shifter (or hydraulic closure) will stop. Mounted on both sides of the filter press	1	17600.00	EA	17,600.00

Continued

Harrington Industrial Plastics
1141 North Kraemer Blvd
Anaheim CA 92806
714-238-9150
714-238-9152 Fax

Quotation# 002H2655
Written: JPW
Quote Date 06/25/24
Expire Date 07/31/24

Product/Description	Quantity	Price	U/M	Extension
*3099 FILTER PRODUCTS MISC POLYMER FEED CONTROL VALVES Includes automation for polymer feed control valves 2 ea. 1.5 Inch Dezurik PEC Plug Valves-Ductile Iron with 110v AUMA EMO electric actuators and 110v feedback sensors.	1	56500.00	EA	56,500.00
*3099 FILTER PRODUCTS MISC 1200mm PLATFORM FOR 75CF FITER PRESS Platform includes 36-inch walkways on all sides of the filter press. The platform includes stairs, handrailing on the stairs and catwalks and is designed for discharge into a standard roll-off container. Frame is Hot dipped Galvanized Grading for deck and stairs is galvanized. 10 ft. height to grading level.No roof.	1	82800.00	EA	82,800.00
*3099 FILTER PRODUCTS MISC FILTER PRESS PLATFORM MOUNTING KIT This item will provide 2 UHMW sliding plates that are placed below the filter press feet to allow for equipment expansion and contraction.	1	5500.00	EA	5,500.00
*3099 FILTER PRODUCTS MISC SEISMIC CODE CALCULATIONS & PE STAMP Includes calculating loads, Providing PE stamp. Along with anchor foundation recommendations, Soil information must be provided in order to calculate.	1	18750.00	EA	18,750.00

Continued

Harrington Industrial Plastics
1141 North Kraemer Blvd
Anaheim CA 92806
714-238-9150
714-238-9152 Fax

Quotation# 002H2655
Written: JPW
Quote Date 06/25/24
Expire Date 07/31/24

Product/Description	Quantity	Price	U/M	Extension
*3099 FILTER PRODUCTS MISC SPARE PARTS LIST IN SPEC	1	38400.00	EA	38,400.00
*3099 FILTER PRODUCTS MISC FREIGHT CHARGE FOR PACKING AND & SHIPPING OF PRESS & PLATFORM	1	26500.00	EA	26,500.00
*3099 FILTER PRODUCTS MISC FLOW METER FOR 3-INCH LINE UP TO 300 GPM Contractor will have to install and run wire to control panel. Endres + Hauser Promass E300 series in a box. Separate infield calibration required. START-UP SERVICES	1	37000.00	EA	37,000.00
*3099 FILTER PRODUCTS MISC MODEL #TE21 PLACEMENT & SYSTEM CO-ORDINATION Three (3) days, two trip visit, one service technician required. Review placement of filter press and all system components, Make sure installation is done correctly perform functional testing. 8 x 3= 24 hours total, 4 hours of travel per trip @ 165.00/hr. leaves 16 hours of service time total. Any additional time required see 137190 2023 rate schedule, (Excludes travel,lodging & expenses). OSHA or 40 hour training requirements not included.	1	4800.00	EA	4,800.00

Continued

Harrington Industrial Plastics
1141 North Kraemer Blvd
Anaheim CA 92806
714-238-9150
714-238-9152 Fax

Quotation# 002H2655
Written: JPW
Quote Date 06/25/24
Expire Date 07/31/24

Product/Description	Quantity	Price	U/M	Extension
*3099 FILTER PRODUCTS MISC IN FIELD WIRING CHECK PROGRAM VALIDATION & MODIFICATIONS (realistic recommendation must be performed by customer vendor or PPC), Two Trips, Five (5) days each, Local programmer required. (Excludes travel, Lodging & expenses).	1	26500.00	EA	26,500.00
*3099 FILTER PRODUCTS MISC TRAINING OPERATORS AND MAINTENANCE Four hours of travel time, 4 hours of training , one service technician required. 8 x 1= 8 hours total, 4 hours of travel per trip @ 165.00/hr. leaves 4 hours of Training time total. Any additional time required see 137190 2023 rate schedule. (Excludes travel, Lodging & expenses).	1	1750.00	EA	1,750.00

DRAWING AND DATA SUBMITTALS

SEE DOCUMENT #137093

Hours that will be required
to accomplish tasks as
itemized in the Drawing and
document list. This is list
that shows what is provided.
A total of 300 hours of
engineering/documentation is
included in the project. The
billing rate for the
additional hours is
$ 200.00/hr.beyond that
number of hours. Customer
will be notified when time
has been exceeded.

FOB: EX-WORKS CITY OF
REDLANDS.

TERMS OF PAYMENT

35% Deposit with order.

Continued

Harrington Industrial Plastics
1141 North Kraemer Blvd
Anaheim CA 92806
714-238-9150
714-238-9152 Fax

Quotation# 002H2655
Written: JPW
Quote Date 06/25/24
Expire Date 07/31/24
Page 7 OF 7

Product/Description	Quantity	Price	U/M	Extension

20% Upon drawing submittal, completion of Engineering.

25% Upon receipt of major material (photo verification)

20% Prior to shipment.

DELIVERY:

Drawings are on separate schedule. Platform and press are 22-24 weeks after receipt of deposit, approval on all of the drawings. Any delays in any payment by one day extend delay project one day. More than 10 days late and the project may be rescheduled at PPC's discretion.

QUOTE VALIDITY: 30 DAYS

WARRANTY:

12/18 month warranty See PPC Document 137022.

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
800,800.00	62,062.01	0.00	862,862.01

Thanks For Thinking Harrington.
Respectfully Jay P. Whitesel
All Quotations are subject to review upon placement of order.
Freight/Handling and applicable taxes if not listed above will be added.
Harrington standard terms and conditions apply to this quote.

City Council Meeting **K. 4.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the purchase of two (2) Caterpillar backhoe loaders from Quinn CAT in the amount of $367,273.36 and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council determine that the purchase of two (2) Caterpillar backhoe loaders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and approve the purchase of two (2) Caterpillar backhoe loaders from Quinn CAT in the amount of $367,273.36.

RECOMMENDATION:

Staff recommends that City Council determine the purchase of two (2) Caterpillar backhoe loaders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and authorize the purchase of two (2) Caterpillar backhoe loaders from Quinn CAT in the amount of $367,273.36.

DISCUSSION:

The City of Redlands drinking water system includes two (2) surface water treatment plants, eighteen potable (18) groundwater wells, forty-four (44) booster pumps, eighteen (18) reservoirs, and more than 450 miles of distribution piping to serve customers in the City of Redlands, Mentone, and parts of Loma

Linda and San Bernardino. MUED Water Distribution Division staff routinely use heavy equipment to maintain the City's critical infrastructure. Periodically, this heavy equipment must be replaced to ensure reliable equipment is available to maintain water utility infrastructure. Staff recommends purchasing two (2) new backhoe loaders to replace similar backhoes, each of which is approximately 20 years old, currently used by MUED Water Distribution Division staff. If approved by City Council, one (1) of the backhoes being replaced will be transferred to the Wastewater Fund for use at the Wastewater Treatment Plant, and the other will be transferred to the Water Production Division for use at the City's surface water treatment plants, where they will be used less frequently.

Sourcewell, formerly known as the National Joint Powers Alliance (NJPA), provides a national cooperative of purchasing opportunities on behalf of its government agency, education institution, tribal entity, and non-profit organization members. The City of Redlands is a Sourcewell member (member No.18877). The Sourcewell procurement system is a competitive process that meets Redlands' procurement requirements. Caterpillar is a Sourcewell contracted supplier (Contract No. 011723-CAT) through the Sourcewell procurement system, and offers the heavy equipment needed to operate and maintain water utility infrastructure. Purchasing these backhoes through Sourcewell will save the Water Fund approximately $93,058.24.

This purchase 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 it 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:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager
Tricia Swope, Facilities & Community Services Manager

PREPARED BY:
Paul Mariscal, Water Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$367,273.36
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. The FY 24/25 MUED Budget includes funding for this purchase.

Attachments

Quinn CAT Quote
Caterpillar Contract No. 011723
2024 Sourcewell Caterpillar Cooperative Contract Discounts

QTY TWO

173865-02

July 10, 2024

CITY OF REDLANDS
Attention: Account Payable
1270 WEST PARK AVE
REDLANDS, California 92373
Sourcewell Member #18877

Attention: Aaron Canedo

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Two (2) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jose Farias

Jose Farias
Machine Sales Representative
Phone 760.399.6404
Email jose.farias@quinncompany.com

Two (2) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

Standard Equipment

BOOMS, STICKS, AND LINKAGES

BACKHOE
- 14'4" Center pivot backhoe
4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and
electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick,
and E-stick)
- Cat Cushion Swing(tm) system

LOADER
- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single
lever control
- Return-to-dig
(automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with
integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate
wet disk brake with dual pedals &
interlock
- Differential lock
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for
Fuel
Engine oil
Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

HYDRAULICS

- Pilot hoe and mechanical loader
controls
- Load sensing, variable flow system
with 43 gpm (162 L/min) axial piston
pump
- 6 micron hydraulic filter
- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and
machine Electronic Control Modules

OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle
- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

FLUIDS

- Antifreeze - Extended Life Coolant -20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992
LANE 3 ORDER	0P-9003
TRIM PACKAGE 3 INCLUDES: 544-0883 CAB, DELUXE 542-7774 HYDRAULICS, MP, 6FCN/8BNK, ST 544-1066 PT, 4WD/2WS, POWERSHIFT 543-4284 STICK, EXTENDABLE, 4.3M (14FT) 545-5048 DISPLAY, TOUCH SCREEN 491-6736 WORKLIGHTS (8) LED LAMPS 611-0339 SEAT, DELUXE FABRIC 542-7810 AIR CONDITIONER, S5 (T4F) 560-6797 PRODUCT LINK, CELLULAR, PLE643 337-9696 COUNTERWEIGHT, 460 KGS (1015 LBS) 551-6453 RIDE CONTROL 548-1231 LINES, COMBINED AUX, E-STICK 540-2298 STANDARD RADIO (12V) 551-6940 COLD WEATHER PACKAGE, 120V 567-5090 AUTO-UP STABILIZERS 423-7607 PLATE GROUP - BOOM WEAR 353-1389 GUARD, STABILIZER	630-5313
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540
SEAT BELT, 3" SUSPENSION	206-1748
TIRES, 340 80-18/500 70-24, MX	533-0488
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-MP, 1.4 YD3, PO (4-1 BUCKET)	337-7442
LOADER BUCKET PINS	545-8548
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES,HYD CPLR 14FT EXT PILOT	555-2396
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
COUPLER, PG, HYDR.D.LOCK, BHL	485-5303
420 LANE 3 ZCON	626-9390
BUCKET, 12", 2.8 FT3	219-3410
BUCKET, 18", 4.2 FT3	219-3380
BUCKET, 24", 6.2 FT3	219-3381
BUCKET, 36", 10.3 FT3	219-3383
PINS, BUCKET, BHL-F, 45MM-50MM	178-3593

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE

SELL PRICE (**each)**	$211,496.00
SOURCEWELL DISCOUNT (22%)	($46,529.12)
AFTER DISCOUNT	$164,966.88
EXTENDED PREMIER WARRANTY (36 MONTHS / 1500 HOURS)	$2,138.00
FREIGHT, PREP, DELIVERY & MISC	$1,750.00
NET BALANCE DUE (each)	$168,854.88
QTY X2	**$337,709.76**
TIRE FEE	$14.00
SALES TAX (8.75%)	$29,549.60
AFTER TAX BALANCE FOR TWO	**$367,273.36**

2024 Sourcewell Contract# 011723

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER
$367,273.36

F.O.B/TERMS:

Accepted by_____ **on** _____

_____

Signature

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Workers' Compensation and Employer's Liability.

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Commercial General Liability Insurance.

Commercial Automobile Liability Insurance. w

*Umbrella Insurance*w

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RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

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")	Caterpillar Inc.	*
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	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app. *
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. *

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	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 restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

[illegible]

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 - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

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. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

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_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

[illegible]

1. [illegible]

2. [illegible]

3. [illegible]

   a. [illegible]

   b. [illegible]

   c. [illegible]

   d. [illegible]

[illegible]

[illegible]

[illegible]

1. *Termination for Convenience* [illegible]

2. *Termination for Breach* [illegible]

3. *Effect of Termination* [illegible]

DocuSigned by:
Jeremy Schwartz
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Jeremy Schwartz
Director of Operations and Procurement/CPO
5/24/2023 | 2:45 PM CDT

DocuSigned by:
Patrick Kearns
68A87926721B4E0...

Patrick Kearns
Vice President Sales & Marketing - North America
5/24/2023 | 12:48 PM PDT

2024 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)
Track Type Tractors	
D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	One Time Only
D10	One Time Only
Wheeled Excavators	
M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%
Material Handlers	
MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
MH3040	26.00%
MH3050	26.00%
MH3250	26.00%
MH3260	26.00%
Telehandlers	
TH255	23.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%
Motor Graders	
120	34.00%
120GC	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%
Skid Steer Loaders	
226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%
Compact Track Loaders	
239	21.00%
249	21.00%
255	21.00%
259	21.00%
265	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%
Excavators	
300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
301.9	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	16.00%
350	10.00%
352	10.00%
374	10.00%
395	10.00%

Note

Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational.
All new machines are subject to a commodity surcharge of up to 20% (In some cases, increased tire costs may cause this number to be greater)
All new attachments (CAT work tools) are subject to a commodity surcharge of up to 25%
Dealer costs (example: pre delivery inspection, assembly, freight to final location, etc.) are not subject to list discount
Attachments (CAT work tools) purchased with new machine on same invoice are subject to same list discount as machine
Non-Attached CAT OEM Work Tools are attachments sold on a standalone order without a machine purchase
Parts and Service is offered by the servicing dealer at local rates

Caterpillar: Confidential Green

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)
Forest Machines	
538	15.00%
548	15.00%
558	15.00%
568	15.00%
Backhoe Loaders	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%
Wheel Tractor Scrapers	
621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%
Articulated Trucks	
725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%
Rigid Frame Trucks	
770	3.00%
773	3.00%
775	3.00%
Landfill Compactors	
816	12.00%
826	12.00%
836	12.00%
Wheel Dozers and Soil Compactors	
814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	One Time Only
Wheel Loaders	
903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950	18.00%
962	18.00%
966GC	20.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%
988GC	11.00%
Track Loaders	
953	19.00%
963	22.00%
973	23.00%
Non-Attached CAT OEM Worktools	15.00%
Parts & Service	N/A
Technology Solutions	N/A
Caterpillar Safety Services	15.00%
Job Site Solutions	N/A

City Council Meeting **K. 5.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the purchase order with Western Waterworks for $541,000 for materials and supplies used by the Water Utility and the Wastewater Treatment Plant and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine that approval of the purchase order with Western Waterworks is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.
2. I further move that City Council approve the purchase order with Western Waterworks for $541,000 for materials and supplies used by the Water Utility and the Wastewater Treatment Plant.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the purchase order with Western Waterworks is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of the purchase order with Western Waterworks for $541,000 for materials and supplies used by the Water Utility and the Wastewater Treatment Plant.

DISCUSSION:

In accordance with the City's purchasing policy, MUED staff issued a bid notice on March 23, 2023, for materials and supplies used by the Water Utility and Wastewater Treatment Plant. On April 6, 2023, The City Clerk's office received bids from the following vendors:

Western Waterworks	$340,891.81	All Line Items Bid
Ferguson	$330,017.70	Not All Line Items Bid
S & J Supply	$385,525.20	All Line Items Bid
Core & Main	$480,061.62	All Line Items Bid

The lowest apparent bidder, Ferguson, failed to submit unit prices for all bid items and their bid was determined to be non-responsive. Western Waterworks submitted the lowest responsive and responsible bid for the solicitation. The solicitation included an optional one (1) year extension at the same unit prices. Western Waterworks agreed to honor their bid prices through the extension period. The total bid amount is the sum of all individual product unit prices. Staff recommends City Council approval of a FY 24/25 purchase order with Western Waterworks for $541,000, which is the estimated expenditure for various product needs throughout the year.

Approval of this purchase order 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 it 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:

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

PREPARED BY:

Ashley Rosario, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 24/25
Revenue Generating: N
Appropriation Required Y/N: N
Amount: $521,000
Budgeted Y/N: Y
Account No.: 501900
Discussion:

There is no fiscal impact associated with this action. The FY 24/25 Water Service budget includes funding for these purchases.

Fiscal Year: FY 24/25
Revenue Generating: N
Appropriation Required Y/N: N
Amount: $20,000
Budgeted Y/N: Y
Account No.: 521900
Discussion:

There is no fiscal impact associated with this action. The FY 24/25 Wastewater Service budget includes funding for these purchases.

Attachments

RFB Western Waterworks
Bid Report & Bid Analysis
Extension Letter

PART 2
REQUEST FOR BID #20230323-AC
WATER DISTRIBUTION PARTS & MATERIALS *ORIGINAL

BID DOCUMENTS COVER PAGE
Name of Firm, Entity or Organization: Western Water Works Supply Company
Federal Employer Identification Number (EIN): [redacted] **State of California License Number (if applicable):** **Name of Contact person:** Martin Michaelson **Title:** Director of Sales **Email address:** martin@wwwsco.com
Mailing Address: 5831 Pine Ave **Street Address (if different):** **City, State, Zip:** Chino Hills, CA 91709 **Telephone:** (909)597-7000 **Fax:** (909) 597-7050
Organization: **Corporation:** ☒ **Proprietorship:** ☐ **Other:** ☐ **(check one)** **Partnership:** ☐ **Joint Venture:** ☐ **If Corporation:** **Date of Incorporation:** 1945 **State of Incorporation:** California **States Registered in as Foreign Corporation:** None
Authorized Signature: Martin Michaelson **Print Name:** Martin Michaelson **Signature:** Martin Michaelson **Title:** Director of Sales **Phone:** (909)630-6361
This document must be completed and returned with your submittal.

BIDDER CERTIFICATION	
WATER DISTRIBUTION PARTS & MATERIALS	
Submit To: City of Redlands	
Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	**City of Redlands** **Request for Bid (RFB Certification** **And Addenda Acknowledgment**

DUE DATE:	DUE TIME:	REQUEST FOR BID
Thursday April 6, 2023	10:00am	#20230323-AC

BIDDER NAME:	PHONE NUMBER:
Western Water Works Supply Company	(909)597-7000
BIDDER MAILING ADDRESS:	**FAX NUMBER:**
5831 Pine Ave	(909) 597-7050
CITY/STATE/ZIP	**E-MAIL ADDRESS:**
Chino Hills, CA 91709	martin@wwwsco.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to a REQUEST FOR BID whatsoever for any fraudulent purpose."

(1) 3/28/23				
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Martin Michaelson Director of Sales	Martin Michaelson	4/3/2023
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

Western Water Works Supply Company
5831 Pine Ave
Chino Hills, CA 91709

March 27th, 2023
City of Redlands
Office of the City Clerk
35 Cajon St
Redlands, CA 92373

Attn: Paul Mariscal

Re: Bid #20230323-AC Water Distribution Parts & Materials

Executive Summary

The Account Manager for this RFB will be the Director of Sales Martin Michaelson. Martin will be the main point of contact for any questions or technical inquiries related to this bid. Our CSR Javier Casas will be the inside contact responsible for processing order requests and day to day inquiries. Our Regional Operations Supervisor Josh Serrano will oversee the warehouse staff to coordinate processing orders for delivery. Our AM Branch Manager Sergio Lozano and PM Branch Manager Robert Casas will be responsible for supervising the warehouse staff to ensure accurate orders are delivered on time and meet the specifications.

Regards,
Martin Michaelson

Director of Sales

Martin Michaelson

Western Water Works Supply Company
5831 Pine Ave
Chino Hills, CA 91709
March 27th, 2023

City of Redlands
Office of the City Clerk
35 Cajon St
Redlands, CA 92373

Attn: Paul Mariscal

Re: Bid #20230323-AC Water Distribution Parts & Materials

Firm Experience and References

Western Water Works Supply Company is uniquely qualified to provide the City of Redlands with its annual requirements for Water Distribution Parts & Materials. We have been in business since 1945 and we are the oldest waterworks supplier in Southern California. We have locations in Chino, Coachella, Santa Fe Springs and El Cajon with experienced staff in sales, operations, accounting IT and leadership to ensure accurate orders, on time and free deliveries and invoicing that matches our proposal to ensure smooth running jobs from start to finish.
Our client portal also offers real time, on-line access to all city personnel with beneficial information to make your job easier. We offer 24 hour emergency service 365 days a year and are the only supplier in the industry that incorporates a night crew that pulls orders and load trucks the night before to ensure we are first on the job to guarantee delivery as promised.

We currently have annual contracts to furnish all types of waterworks material to the following utilities that can attest to our character, culture and history of consistent performance.

City of Pasadena - 1950-present
City of Glendora - 2014-present
City of Ontario - 2021-present

City of Pasadena
311 W Mountain St
Pasadena, CA 91103
Lee Vasquez
P(626)744-3877
F(626)744-6476
leevasquez@cityofpasadena.net

City of Glendora
1051 E. Sierra Madre Ave
Glendora, CA 91741
Dale Wert
P(626)914-8256
F(626)914-9053
dwert@cityofglendora.org

City of Ontario
1425 S Bon View Ave Ontario, CA 91761
Joe Speer
P(909)395-2667
F(909)395-2604
jspeer@ontarioca.gov

Regards,
Martin Michaelson

Director of Sales

Martin Michaelson

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	Dan Markarian
TITLE	Regional Sales Leader
OFFICE PHONE	(909)597-7000
CELL	(909)680-8829
FAX	(909) 597-7050
HOURS AVAILABLE	7:00-5:00 Mon-Fri
CONTRACT MANAGER	
NAME	Martin Michaelson
TITLE	Director of Sales
OFFICE PHONE	(909)597-7000
CELL	(909)630-6361
FAX	(909) 597-7050
HOURS AVAILABLE	6:00-5:00 Mon-Fri
ALTERNATE CONTACT	
NAME	Javier Casas
TITLE	CSR
OFFICE PHONE	(909)597-7000
CELL	(909) 969-3925
FAX	(909) 597-7050
HOURS AVAILABLE	7:00-5:00 Mon-Fri
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	Martin Michaelson
TITLE	Director of Sales
OFFICE PHONE	(909)597-7000
CELL	(909)630-6361
FAX	(909) 597-7050
HOURS AVAILABLE	24/7 365 Mon-Fri

PART 4
PRICE AND FEE BID
BID # 20230323-AC
WATER DISTRIBUTION PARTS & MATERIALS

Award will be made to the overall lowest responsive and responsible bidder.

Line No.	A. Manufacture	B. Part No.	C. Product Category	D. Description	E. Unit	F. Qty.	G. Per Unit Price	H. Extended Price (F*G)
1	JONES ONLY	B13-444W-HB-34S	SERVICE LINE VLV	1 BALL MTR VLV FIP W/SHORT HDL POINTED TO MTR	EA	100	$ 131.79	$ 13,179.00
2	JONES ONLY	FB500-4	SERVICE LINE VLV	1 BALLCORP MIP X MIP	EA	25	$ 78.64	$ 1,966.00
3	JONES ONLY	KV43-444W	SERVICE LINE VLV	1 ANGLE MTR VLV PJ CTS	EA	50	$ 67.84	$ 3,392.00
4	JONES	PJ-E-2609	SERVICE LINE FITTING	1" Corp IP x CTS	EA	50	$ 63.09	$ 3,154.50
5	JONES ONLY	C44-44	SERVICE LINE FITTING	1 CPLG PJ CTS	EA	50	$ 25.40	$ 1,270.00
6	JONES	PJ-E-1975	SERVICE LINE FITTING	1 1/2" AMS	EA	5	$ 305.95	$ 1529.75
7	JONES	PJ-E-682556	SERVICE LINE FITTING	1 1/4" CTS nut	EA	10	$ 15.85	$ 158.50
8	JONES	SHANK-E2639	SERVICE LINE FITTING	1" Poly shank to CTS	EA	30	$ 51.28	$ 1,538.40
9	MUELLER	GVFM-06	GATE VLV	6 FLGXMJ RW GATE VLV OLNDZ STEM 316 B/N	EA	3	$ 777.50	$ 2,332.50
10	MUELLER	PBVF04E	BUTTERFLY VLV	4 LSXPII FLG BUTTERFLYVLV OL BSN 250B/125F	EA	5	$ 956.00	$4,780.00
11	JONES	J344HP	HYD	4X2-1/2 BRZ ANGLE FIREVLV PL CAP 1-1/8 PENT	EA	3	$ 746.00	$ 2,238.00
12	JONES	J4060-8H	HYD	6X4X(2) 2-1/2 DI HYD 8HDI CAPS 1-1/8 PENT	EA	12	$ 3,211.00	$ 38,532.00
13	GENERIC	HE-606-8	HYD APPURTANENCE	6X6 8H HYD EXT GROOVED	EA	5	$ 118.27	$ 591.35
14	GENERIC	6FF40	SPOOL	6 FLG X 4'-0" SPOOL	EA	5	$ 587.11	$ 2,935.55

15	STAR	M45-16	MJ FITTING	16 DI C153 MJ 45	EA	4	$ 497.89	$ 1,991.56
16	STAR	M90-06	MJ FITTING	6 DI C153 MJ 90	EA	5	$ 100.04	$ 500.20
17	STAR	MFA-06	MJ FITTING	6 DI C153 MJXFLG ADAPTER	EA	5	$ 80.13	$ 400.65
18	STAR	MFA-16	MJ FITTING	16 DI C153 MJXFLGADAPTER	EA	4	$ 484.46	$ 1,937.84
19	STAR	MS-1615	MJ FITTING	16X15 DI C153 MJ SOLIDSLV TC	EA	4	$ 448.80	$ 1,795.20
20	STAR	BF-06	FLG FITTING	6 DI BLIND FLG	EA	4	$ 79.20	$ 316.80
21	STAR	BF-08	FLG FITTING	8 DI BLIND FLG	EA	4	$ 132.46	$ 529.84
22	JONES	PJ-E-2609	SERVICE LINE FITTING	1 1/2" COUPLING CTS	EA	6	$ 89.53	$ 537.18
23	JONES	PJ-E-2611	SERVICE LINE FITTING	1 1/2" 90 COUPLING CTS	EA	8	$ 124.75	$ 998.00
24	JONES	PJ-E-1935	SERVICE LINE FITTING	1 1/2" Corp x CTS	EA	8	$ 178.85	$ 1,430.80
25	JONES	E-1900W	SERVICE LINE FITTING	1 1/2" FIPXFIP BALL STYLE	EA	8	$ 215.46	$ 1,723.68
26	CLOW	CLOW LBI 400	CHECK VALVE	CLOW FH CHECK VALVE	EA	6	$ 1,961.96	$ 11,771.76
27	JONES	34-1033	CHECK VALVE	J6000-8H	EA	6	$ 2,273.68	$ 13,642.08
28	STAR	CF-04	FLG FITTING	4 DI COMP FLG FOR STL	EA	5	$ 36.84	$ 184.20
29	STAR	FR-0604	FLG FITTING	6X4 DI FLG CON RED	EA	1	$ 119.96	$ 119.96
30	STAR	FR-0804	FLG FITTING	8X4 DI FLG CON RED	EA	2	$ 179.71	$ 359.42
31	STAR	FT-0806	FLG FITTING	8X6 DI FLG TEE	EA	1	$ 366.36	$ 366.36
32	STAR	FT-1208	FLG FITTING	12X8 DI FLG TEE	EA	1	$ 778.57	$ 778.57
33	GENERIC	BN10-12	BOLT/NUT/GASKET	10-12 B/N SET 150#PLATED A307 7/8X3-3/4	SET	10	$ 19.31	$193.10
34	GENERIC	BN6-8	BOLT/NUT/GASKET	6-8 B/N SET 150#PLATED A307 3/4X3-1/4	SET	25	$ 8.16	$ 204.00

35	GENERIC	JM60-06	BOLT/NUT/GASKET	6 RING GASKET 1/16NON-ASBESTOS	EA	50	$ 1.79	$ 89.50
36	US PIPE	FLG-16	RESTRAINT	16 FIELD LOK 350 GASKETPO - US PIPE	EA	25	$ 295.15	$ 7,378.75
37	ROMAC	RGDA-06	RESTRAINT	6 MJ RESTRAINT W/ACC DIPIPE - ROMAC	EA	10	$ 52.85	$ 528.50
38	STAR	SGDA-06	RESTRAINT	6 MJ RESTRAINT W/ACC DIPIPE - STAR	EA	10	$ 46.47	$ 464.70
39	STAR	SGDA-12	RESTRAINT	12 MJ RESTRAINT W/ACCDI PIPE - STAR	EA	10	$ 121.03	$ 1210.30
40	STAR	SGDA-16	RESTRAINT	16 MJ RESTRAINT W/ACCDI PIPE - STAR	EA	10	$ 217.17	$ 2,171.70
41	US PIPE/EQUAL	DITP350-04	MAIN LINE PIPE	4 CL 350 DI TJ PIPEW/GASKET	FT	10	$ 36.23	$ 362.30
42	US PIPE/EQUAL	DITP350-06	MAIN LINE PIPE	6 CL 350 DI TJ PIPEW/GASKET	FT	50	$ 24.77	$ 1,238.50
43	US PIPE/EQUAL	DITP350-08	MAIN LINE PIPE	8 CL 350 DI TJ PIPEW/GASKET	FT	50	$ 32.62	$ 1,631.00
44	US PIPE/EQUAL	DITP350-16	MAIN LINE PIPE	16 CL 350 DI TJ PIPEW/GASKET	FT	25	$ 80.09	$ 2,002.25
45	GENERIC	SDR35-08	MAIN LINE PIPE	8 SDR35 PVC GRAVITYSEWER PIPE 20FT	FT	30	$ 10.96	$ 328.80
46	GENERIC	KS100-100-	SERVICE LINE PIPE/TUBING	1 K SOFT COPPER TUBING100	FT	2300	$ 8.21	$ 18,883.00
47	GENERIC	KS60-100-	SERVICE LINE PIPE/TUBING	1 K SOFT COPPER TUBING60'	FT	6000	$ 8.21	$ 49,260.00
48	GENERIC	VBT-812	VLV CAN MATERIAL	8X12 GALV VLV BOX TOP	EA	10	$ 10.37	$ 103.70
49	GENERIC	GL90-02	MALLEABLE FITTING	2 GALV 90	EA	10	$ 6.34	$ 63.40
50	GENERIC	GLC-01	MALLEABLE FITTING	1 GALV CAP	EA	10	$ 1.38	$ 13.80
51	GENERIC	GLCU-02	MALLEABLE FITTING	2 GALV CPLG	EA	10	$ 5.11	$ 51.10
52	GENERIC	BRB-01075	BRZ FITTING	1X3/4 BRZ BUSHING	EA	10	$ 3.06	$ 30.60
53	GENERIC	BBV-200	BRZ BALL VLV	2 BRZ BALL VLV	EA	10	$ 32.97	$329.70
54	GENERIC	RWP-01	REDWOOD & STL PLUG	1 REDWOOD PLUG	EA	10	$ 3.64	$ 36.40

55	GENERIC	RWP-075	REDWOOD & STL PLUG	3/4 REDWOOD PLUG	EA	25	$ 3.22	$ 80.50
56	ROMAC	511-190-5	FLEX CPLG	1-1/2 FLEX CPLG1.90 OD	EA	10	$ 60.53	$ 605.30
57	DFW	DFW1324CH4-12-BODY	MTR BOX	DFW BOX	EA	100	$ 119.17	$ 11,917.00
58	DFW	DFW1640C-12-BODY	MTR BOX	DFW BOX	EA	100	$ 162.99	$ 16,299.00
59	DFW	DFW1640C-4T-DEEP RED NHK LID	LID	DFW LID	EA	100	$ 115.19	$ 11,519.00
60	DFW	DFW1324CH-4T-DEEP RED NHK LID	LID	DFW LID	EA	100	$ 68.11	$ 6,811.00
61	GENERIC	BRN-0203	BRZ NIPPLE	2X3 BRZ NIPPLE	EA	10	$ 10.58	$ 105.80
62	GENERIC	BRN-0204	BRZ NIPPLE	2X4 BRZ NIPPLE	EA	10	$ 13.83	$ 138.30
63	GENERIC	PVCMJ-01	SCH80 PVC FITTING	1-1/4X10-3/4 SCH80 PVCMTR JUMPER SQ CUT	EA	50	$ 3.36	$ 168.00
64	MUELLER	212-03-0600#	CATALOG ITEM	6X3 PIPE SAVER REPAIRCLAMP 6.00 OD	EA	10	$ 19.41	$ 194.10
65	MUELLER	212-03-0625#	CATALOG ITEM	6X3 PIPE SAVER REPAIRCLAMP 6.25 OD	EA	10	$ 19.41	$ 194.10
66	JONES	E-2611-550N#	CATALOG ITEM	2 90 CPLG PJ CTS	EA	12	$ 252.38	$ 3,028.56
67	JONES	J4040-8H#	CATALOG ITEM	6X4(1)2-1/2 CI HYD 8H PCAPS 1-1/2 PENT NUT	EA	12	$ 2,351.00	$ 28,212.00
68	STAR	MJFT1606#	CATALOG ITEM	16x6 DI MJxFLG TEE	EA	2	$ 697.98	$ 1,395.96
69	VAL-MATIC	1812.3#	NON STOCK	12 VAL-MATIC GLOBE STYLESILENT CHK VLV 150# FLG	EA	1	$ 9,256.84	$ 9,256.84
70	GENERIC	CMLC-31#	NON STOCK	31 7-/8 250 WALL CML/CAWWA PIPE	FT	30	$ 243.02	$ 7,290.60
71	ARI	D-040-P-02LP-WS#	NON STOCK	2 ARI COMB LOW PRESSUREAIR VLV 1.5-250 PSI	EA	5	$ 665.60	$ 3,328.00
72	AIR	D-070-TP-02-WS#	NON STOCK	2 ARI DYNAMIC COMB AIRVLV THREADED W/SCREEN	EA	5	$ 912.02	$ 4,560.10
73	JONES	E-1975W-550N#	NON STOCK	2 ANGLE BALL MTR VLV PJCTS	EA	5	$ 389.97	$ 1,949.85

74	JONES	E-2605-330N#	NON STOCK	1 ADAPTER MIP X PJ CTS	EA	10	$ 22.56	$ 225.60
75	JONES	E-2605-550N#	NON STOCK	2 ADAPTER MIP X PJ CTS	EA	10	$ 90.81	$ 908.10
76	JONES	E-2607-330N#	NON STOCK	1 ADAPTER FIP X PJ CTS	EA	10	$ 29.23	$ 292.30
77	JONE	E-2639-4#	NON STOCK	1 ADAPTER PJ CTS X MALEINSERT PEP	EA	30	$ .01	$ .30
78	GENERIC	KS20-150	NON STOCK	1 1/2" COPPER 20FT STICK	FT	480	$ 15.66	$ 7,516.80
79	GENERIC	KS20-200	NON STOCK	2" COPPER 20FT STICK	FT	600	$ 24.35	$ 14,610.00
80	ARI	S-050-PV-34#	NON STOCK	3/4 ARI AIR RELEASE VLVW/ONE-WAY CHK VLV	EA	10	$ 268.89	$ 2688.90
81	GENERIC	VC77-12#	NON STOCK	12 VICTAULIC STYLE 77CPLG STL	EA	5	$ 684.21	$ 3,421.05
82	ARI	ZZK-D040-02#	NON STOCK	2 ARI ROLLING SEALREPAIR KIT 3-250 PSI	EA	10	$ 61.80	$ 618.00
							BID TOTAL (LINES 1 THROUGH 82)	$ 340,891.81

TOTAL PRICE WRITING IN WORDS: Three Hundred Forty Thousand Eight Hundred Ninety One Dollars & Eighty One Cents.

CONTRACT TERM (Please Complete)

The City may ☒ or may not ☐ exercise its option to renew this agreement as stipulated under the same price, terms and conditions for a period one ☒ two ☐ three ☐ additional year(s).

Signature Martin Michaelson Title Director of Sales Date 4/3/2023

Please note: Delivery times will vary depending on the type of material ordered and current lead times when the order is placed. Approximate lead times are currently stock-42 weeks ARO. Please note that due to current supply chain challenges we are unable to hold pricing beyond 90 days after the date of bid closing however every effort will be made to honor the pricing quoted.

WESTERN WATER WORKS
SUPPLY COMPANY
5671 GATES ST CHINO, CA - 91710
PHONE: (909)597-7000 | FAX: (909)597-7050

PROPOSAL

PROPOSAL ID	QUOTE NO.	DATE
REDLANDS 2023-AC BID	81342	04/05/23

LN#	PRODUCT AND DESCRIPTION		QTY	UM	PRICE	TOTAL
1	B13-444W-HB-34S	1 BALL MTR VLV FIP W/ SHORT HDL POINTED TO	100	EA	131.79	13179.00
2	FB500-4	1 BALLCORP MIP X MIP	25	EA	78.64	1966.00
3	KV43-444W	1 ANGLE MTR VLV PJ CTS	50	EA	67.84	3392.00
4	F1100-4	1 CORP MIP X PJ CTS	50	EA	63.09	3154.50
5	C44-44	1 CPLG PJ CTS	50	EA	25.40	1270.00
6	BFA43-666W	1-1/2 ANGLE BALL MTR VLV PJ CTS	5	EA	305.95	1529.75
7	682556#	1 PEP PJ CONNECTION KIT	10	EA	15.85	158.50
8	E-2639-330N#	1 ADAPTER PJ CTS X MALE	30	EA	51.28	1538.40
9	GVFM-06	6 FLGXMJ RW GATE VLV OL STEM 316 B/N	3	EA	777.50	2332.50
10	PBVF04E	4 LSXPII FLG BUTTERFLY VLV OL BSN 250B/125F	5	EA	956.00	4780.00
11	J344HP	4X2-1/2 BRZ ANGLE FIRE VLV PL CAP 1-1/8 PEN	3	EA	746.00	2238.00
12	J4060-8H	6X4X(2) 2-1/2 DI HYD 8H DI CAPS 1-1/8 PENT	12	EA	3211.00	38532.00
13	HE-606-8	6X6 8H HYD EXT GRV	5	EA	118.27	591.35
14	6FF40	6 FLG X 4FT SPOOL	5	EA	587.11	2935.55
15	M45-16	16 DI C153 MJ 45	4	EA	497.89	1991.56
16	M90-06	6 DI C153 MJ 90	5	EA	100.04	500.20
17	MFA-06	6 DI C153 MJXFLG ADAPTER	5	EA	80.13	400.65
18	MFA-16	16 DI C153 MJXFLG ADAPTER	4	EA	484.46	1937.84
19	MS-1615	16X15 DI C153 MJ SOLID SLV TC	4	EA	448.80	1795.20
20	BF-06	6 DI BLIND FLG	4	EA	79.20	316.80
21	BF-08	8 DI BLIND FLG	4	EA	132.46	529.84
22	C44-66	1-1/2 CPLG PJ CTS	6	EA	89.53	537.18
23	L44-66	1-1/2 90 CPLG PJ CTS	8	EA	124.75	998.00
24	FB1100-6	1-1/2 BALLCORP MIP X PJ CTS	8	EA	178.85	1430.80
25	B11-666W	1-1/2 BALL VLV FIP LW	8	EA	215.46	1723.68
26	LB400-8H	6 BREAKOFF CHK 8H LOW LEAD	6	EA	1961.96	11771.76
27	J6000-8H	BREAKOFF CHK VLV 8H LOW PROFILE	6	EA	2273.68	13642.08
28	CF-04	4 DI COMP FLG FOR STL	5	EA	36.84	184.20
29	FR-0604	6X4 DI FLG CON RED	1	EA	119.96	119.96
30	FR-0804	8X4 DI FLG CON RED	2	EA	179.71	359.42
31	FT-0806	8X6 DI FLG TEE	1	EA	366.36	366.36
32	FT-1208	12X8 DI FLG TEE	1	EA	778.57	778.57
33	BN10-12	10-12 B/N SET 150# PLATED A307 7/8X3-3/4	10	SET	19.31	193.10
34	BN6-8	6-8 B/N SET 150# PLATED A307 3/4X3-1/4	25	SET	8.16	204.00
35	JM60-06	6X1/16 150# RING NA GSKT	50	EA	1.79	89.50
36	FLG-16	16 FIELD LOK 350 GSKT PO - US PIPE	25	EA	295.15	7378.75
37	RGDA-06	6 MJ RESTRAINT W/ACC DI PIPE - ROMAC	10	EA	52.85	528.50
38	SGDA-06	6 MJ RESTRAINT W/ACC DI PIPE - STAR	10	EA	46.47	464.70
39	SGDA-12	12 MJ RESTRAINT W/ACC DI PIPE - STAR	10	EA	121.03	1210.30
40	SGDA-16	16 MJ RESTRAINT W/ACC DI PIPE - STAR	10	EA	217.17	2171.70
41	DITP350-04	4 CL 350 DI TJ PIPE W/GSKT	10	FT	36.23	362.30
42	DITP350-06	6 CL 350 DI TJ PIPE W/GSKT	50	FT	24.77	1238.50
43	DITP350-08	8 CL 350 DI TJ PIPE W/GSKT	50	FT	32.62	1631.00
44	DITP350-16	16 CL 350 DI TJ PIPE W/GSKT	25	FT	80.09	2002.25
45	SDR35-08	8 SDR35 PVC GRAVITY SEWER PIPE 20FT	30	FT	10.96	328.80
46	KS100-100	1 K SOFT COPPER TUBING 100FT COIL	2300	FT	8.21	18883.00
47	KS60-100	1 K SOFT COPPER TUBING 60FT COIL	6000	FT	8.21	49260.00
48	VBT-812	8X12 GALV VLV BOX TOP	10	EA	10.37	103.70
49	GL90-02	2 GALV 90	10	EA	6.34	63.40
50	GLC-01	1 GALV CAP	10	EA	1.38	13.80
51	GLCU-02	2 GALV CPLG	10	EA	5.11	51.10
52	BRB-01075	1X3/4 BRZ BUSHING	10	EA	3.06	30.60
53	BBV-200	2 BRZ BALL VLV	10	EA	32.97	329.70

Continued

WARNING: Cancer and Reproductive Harm- www.P65Warnings.ca.gov

SMOOTH RUNNING JOBS

WESTERN WATER WORKS
SUPPLY COMPANY
5671 GATES ST CHINO, CA - 91710
PHONE: (909)597-7000 | FAX: (909)597-7050

PROPOSAL

PROPOSAL ID	QUOTE NO.	DATE
REDLANDS 2023-AC BID	81342	04/05/23

LN#	PRODUCT AND DESCRIPTION		QTY	UM	PRICE	TOTAL
54	RWP-01	1 REDWOOD PLUG	10	EA	3.64	36.40
55	RWP-075	3/4 REDWOOD PLUG	25	EA	3.22	80.50
56	511-190-5	1-1/2 FLEX CPLG 1.90 OD	10	EA	60.53	605.30
57	DFW1324CH4-12	13X24X12 DFW MTR BOX	100	EA	119.17	11917.00
58	DFW1640C4-12-BODY	17X30X12 DFW 666 MTR BOX	100	EA	162.99	16299.00
59	DFW1640C-4T-RED#	17X30 DFW 1PC CVR NOHK REDLANDS SPEC	100	EA	115.19	11519.00
60	DFW1324C-4T-RED#	13X24 DFW 1PC CVR NOHK REDLANDS SPEC	100	EA	68.11	6811.00
61	BRN-0203	2X3 BRZ NIPPLE	10	EA	10.58	105.80
62	BRN-0204	2X4 BRZ NIPPLE	10	EA	13.83	138.30
63	PVCMJ-01	1-1/4X10-3/4 SCH80 PVC MTR JUMPER SQ CUT	50	EA	3.36	168.00
64	212-3-0600#	6X3 PIPE SAVER REPAIR	10	EA	19.41	194.10
65	212-3-0625#	6X3 PIPE SAVER REPAIR	10	EA	19.41	194.10
66	L44-77	2 90 CPLG PJ CTS	12	EA	252.38	3028.56
67	J4040-8H#	6X4X2-1/2 DI HYD 8H DI CAPS 1-1/2 PENT	12	EA	2351.00	28212.00
68	MJFT1606#	16x6 DI MJxFLG TEE	2	EA	697.98	1395.96
69	1812.3#	12 VAL-MATIC GLOBE STYLE SILENT CHK VLV	1	EA	9256.84	9256.84
70	CMLC-31#	31-7/8 STL PIPE 250 WALL CML/C	30	FT	243.02	7290.60
71	D-040-P-02LP-WS#	2 ARI COMB LOW PRESSURE ARI VLV 1.5-250 PSI	5	EA	665.60	3328.00
72	D-070-TP-02-WS#	2 ARI DYNAMIC COMB AIR VLV THREADED W/ SCRE	5	EA	912.02	4560.10
73	BFA43-777W	2 ANGLE BALL MTR VLV PJ CTS	5	EA	389.97	1949.85
74	C84-44	1 ADAPTER MIP X PJ CTS	10	EA	22.56	225.60
75	C84-77	2 ADAPTER MIP X PJ CTS	10	EA	90.81	908.10
76	C14-44	1 ADAPTER FIP X PJ CTS	10	EA	29.23	292.30
77	E-2639-4N#	1 ADAPTER PJ CTS X MALE	30	EA	0.01	0.30
78	KS20-150	1-1/2 K SOFT COPPER TUBING 20FT LENGTH	480	FT	15.66	7516.80
79	KS20-200	2 K SOFT COPPER TUBING 20FT LENGTH	600	FT	24.35	14610.00
80	S-050-PV-34#	3/4 ARI AIR RELEASE VLV	10	EA	268.89	2688.90
81	VC77-12#	12 VICTAULIC STYLE 77	5	EA	684.21	3421.05
82	ZZK-D040-02#	2 ARI ROLLING SEAL	10	EA	61.80	618.00
83					BID TOTAL	340891.81

NOTE: THIS PROPOSAL DOES NOT INCLUDE SALES TAX.

WARNING: Cancer and Reproductive Harm- www.P65Warnings.ca.gov

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2023** at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water Distribution Parts and Materials – 20230323-AC**. 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	Addenda Acknowledged (1)	Bid Amount
1	Ferguson Waterworks, Poway CA	Yes	Yes	$330,017.70
2	Western Water Works Supply Company, Chino Hills CA	Yes	Yes	$340,891.81
3	S&J Supply Co., Inc. Santa Fe Springs, CA	Yes	No	$385,525.20
4	Core & Main, Perris CA	Yes	Yes	$480,061.62

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John Harris
MUED Director

January 29, 2024

Western Water Works
5671 Gates Street
Chino, CA 91710

RE: Notice to Extend Annual Purchase Order Term
Water Distribution Parts & Materials

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22400215, pursuant to the Contract Term on page 16 of the Request for Bids.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to arosario@cityofredlands.org. The due date is therefore February 12, 2024.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2024 to June 30, 2025. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions, you may contact me (909) 798-7527 ext. 3.

Thank you,

Ashley Rosario
Sr. Administrative Assistant
arosario@cityofredlands.org

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John Harris
MUED Director

January 29, 2024

Western Water Works (Cla-Val)
5671 Gates Street
Chino, CA 91710

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Water Distribution Parts & Materials

This is a bid extension per page 16 of the Request for Bids. Receipt of the above Notice of Acknowledgement is hereby accepted by Martin Michaelson

this, 11th day of February, 2024.

By: Martin Michaelson
(Signature)

Martin Michaelson
(Print Name)

Director of Sales
(Title)

City Council Meeting **K. 6.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with G.S.E. Construction Company, Inc. for the Wastewater Treatment Plant Primary Clarifier Upgrade Project for an amount not-to-exceed $940,720, and determination that the project is categorically exempt from environmental review pursuant to Section 15302(c) of the State's Guidelines for Implementing the California Environmental Quality Act. (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine that approval of the contract and construction of the Wastewater Treatment Plant Primary Clarifier Upgrade Project is exempt from environmental review in accordance with Section 15302(c) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the Wastewater Treatment Plant Primary Clarifier Upgrade Project plans and specifications, and award a Public Works Construction Contract to G.S.E. Construction Company, Inc. for an amount not-to-exceed $940,720.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the contract and construction of the Wastewater Treatment Plant Primary Clarifier Upgrade Project is exempt from environmental review in accordance with Section 15302(c) of the State’s Guidelines Implementing the California Environmental Quality Act. Staff further recommends City Council approve the Wastewater Treatment Plant Primary Clarifier Upgrade Project plans and specifications, and award a Public Works Construction Contract to G.S.E. Construction Company, Inc. for an amount not-to-exceed $940,720.

DISCUSSION:

The primary clarifier, which removes settling and floating solids from the wastewater influent, is one of the first stages in wastewater treatment. Settling solids are removed when gravity causes sludge to form at the bottom of the clarifier and floating solids, such as oils and grease, are skimmed from the surface. This process reduces the load on subsequent treatment stages, enhancing overall efficiency and improving effluent quality.

The City's wastewater treatment plant (WWTP) includes four (4) rectangular primary clarifiers (PC), which were originally constructed in 1962 (PC 1 and PC 2), 1972 (PC 3), and 1988 (PC 4). The WWTP Primary Clarifier Upgrade Project will replace sludge collection and skimming mechanisms, and will replace revolving skimmer pipes with manual operating levers. Each unit will be furnished and installed with all supports, mechanical equipment, and drives. In March 2022, City Council appropriated $1,000,000 in American Rescue Plan Act funding for this project.

MUED staff prepared the Project specifications and issued a bid notice on June 13, 2024. The City Clerk's office received and opened the following four (4) bids on July 09, 2024:

BID OPENING REPORT SUMMARY

No.	Plan Holder's Name	Total Bid Amount
1	G.S.E. Construction Company Inc., Livermore, CA	$855,200
2	Myers & Sons Construction, Sacramento, CA	$1,210,500
3	J.R. Filanc Construction Co., Escondido, CA	$1,342,000
4	Mehta Mechanical Company, La Palma, CA	$1,475,000

The base bid included improvements to three (3) PC. An optional additive bid included improvements to the fourth PC. The total bid amounts listed above include both the base bid and additive bid items.

Staff reviewed each bid and determined that G.S.E. Construction Company, Inc. (GSE) submitted the lowest responsive and responsible bid. G.S.E. recently completed the WWTP Phase 1B upgrade project and staff were very pleased with the quality of their work. Staff recommends that City Council approve the Public Works Construction Contract with G.S.E. Construction Company, Inc. for an amount not-to-exceed $940,720, which includes an additional ten percent (10%) contingency allowance. If approved, it is anticipated that the WWTP Primary Clarifier Upgrade Project will be completed within 180 working days from the issuance of the Notice to Proceed.

This project is exempt from environmental review in accordance with Section 15302(c) of the State's Guidelines Implementing the California Environmental Quality Act, as this project will replace or reconstruct an existing utility system with no expansion of capacity.

ALTERNATIVES:

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

STRATEGIC PLAN:

Strategic Priority B, Strategic Objective 1- Water/Wastewater/Solid Waste; Complete Wastewater Treatment Plant Phase 2 Project Construction.

SUBMITTED BY:
John R. Harris. Municipal Utilities & 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:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	No
Budgeted Y/N:	Yes
Account No.:	521910

Discussion:

There is no fiscal impact associated with this action. The total contract value of $940,720 is within the $1,000,000 American Rescue Plan Act funding allocated by City Council.

Attachments

GSE Public Work Contract
Bid Opening Report
Bid Analysis
Location Map
Plans & Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 3rd day of September, 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 G.S.E. Construction Company, 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: WWTP Primary Clarifier Upgrade Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's WWTP Primary Clarifier Upgrade Project, Project No. F120002 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor in an amount not to exceed nine hundred forty thousand seven hundred twenty dollars ($940,720) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred eighty (180) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($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)

GSE Construction Company, Inc._____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

401498
_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
WWTP Primary Clarifier Upgrade Project
Project No. F120002

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.

GSE Construction Company, Inc._____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and GSE Construction Company, Inc. (hereinafter designated as "Principal") have entered into an agreement dated September 3, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as WWTP Primary Clarifier Upgrade Project, Project No. F120002 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 nine hundred forty thousand seven hundred twenty dollars ($940,720) 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 GSE Construction Company, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated September 3, 20324, and identified as WWTP Primary Clarifier Upgrade Project, Project No. F120002 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of nine hundred forty thousand seven hundred twenty dollars ($940,720) 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 **9th day of July 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **WWTP Primary Clarifier Upgrade Project – Project No. F120002**. 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	No Addenda Issued	Base Bid Amount	Additive Bid "A" Amount
1	GSE Construction Company Inc., Livermore, CA	Yes	Yes	N/A	$632,200.	$223,000.
2	Myers & Sons Construction, Sacramento, CA	Yes	Yes	N/A	$879,750.	$330,750.
3	J.R. Filanc Construction Co., Escondido, CA	Yes	Yes	N/A	$982,000.	$360,000.
4	Mehta Mechanical Company, La Palma, CA	Yes	Yes	N/A	$1,050,000.	$425,000.

**Bids are sorted lowest to highest $ amount by Base Bid Amount

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey; Geard Nepomuceno

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: F120002 Bid Date: July 9, 2024

WWTP Primary Clarifier Upgrade Project Estimated Start Date: September 2024

Item No.	Bid Item	Qty	Unit	GSE Construction Co., Inc.		Myers & Sons Construction, LLC		J.R. Filanc Construction Co.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID									
1	Mobilization & Demobilization	1	LS	$30,000.00	$30,000.00	$40,000.00	$40,000.00	$49,000.00	$49,000.00
2	Primary Clarifier No. 1	1	LS	$166,100.00	$166,100.00	$210,000.00	$210,000.00	$264,000.00	$264,000.00
3	Primary Clarifier No. 2	1	LS	$166,100.00	$166,100.00	$279,750.00	$279,750.00	$291,000.00	$291,000.00
4	Primary Clarifier No. 3	1	LS	$270,000.00	$270,000.00	$350,000.00	$350,000.00	$378,000.00	$378,000.00
	Additions/Deductions								
	Total Base Bid				**$632,200.00**		**$879,750.00**		**$982,000.00**
ADDITIVE BID "A"									
5	Primary Clarifier No. 4	1	LS	$223,000.00	$223,000.00	$330,750.00	$330,750.00	$360,000.00	$360,000.00
	Additions/Deductions								
	Total Additive Bid "A"				**$223,000.00**		**$330,750.00**		**$360,000.00**
	Total Base Bid Plus Additive Bid "A"				**$855,200.00**		**$1,210,500.00**		**$1,342,000.00**

License Status	Active	Active	Active
Sub's License Status	Active	N/A	Active
Bid Bond Company	Fidelity & Deposit Co of Maryland	Nationwide Mutual Insurance Co.	Travelers Casualty & Surety Co.
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	N/A	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: F120002 Bid Date: July 9, 2024

WWTP Primary Clarifier Upgrade Project Estimated Start Date: September 2024

Item No.	Bid Item	Qty	Unit	Mehta Mechanical Company					
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID									
1	Mobilization & Demobilization	1	LS	$50,000.00	$50,000.00				
2	Primary Clarifier No. 1	1	LS	$300,000.00	$300,000.00				
3	Primary Clarifier No. 2	1	LS	$300,000.00	$300,000.00				
4	Primary Clarifier No. 3	1	LS	$400,000.00	$400,000.00				
	Additions/Deductions								
			Total Base Bid		**$1,050,000.00**				
ADDITIVE BID "A"									
5	Primary Clarifier No. 4	1	LS	$425,000.00	$425,000.00				
	Additions/Deductions								
			Total Additive Bid "A"		**$425,000.00**				
			Total Base Bid Plus Additive Bid "A"		**$1,475,000.00**				

License Status	Active		
Sub's License Status	Active		
Bid Bond Company	Old Republic Surety Company		
Submitted Entire Bid Package	Yes		
Submitted Sub's Qualification Statement	Yes		
DIR Status	Active		
Error in Bid	No		

SANTA ANA RIVER
SANTA ANA RIVER
N
Project Location
1950 Nevada St. Redlands, CA 92374
MILL ST
MILL ST
NEVADA ST
NEVADA ST
NEVADA ST
PALMETTO AVE
PALMETTO AVE
PALMETTO AVE
0 250 500 1,000 1,500
US Feet
CITY OF REDLANDS
ESTABLISHED 1888
2024 WWTP Primary Clarifier Upgrade Project
1950 Nevada St. Redlands, CA 92374
Legend
Parcels
WWT Plant
City of Redlands
Author: Redlands GIS 18 April 2024

CITY OF REDLANDS
MUNICIPAL UTILITIES &
ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

WWTP PRIMARY CLARIFIER UPGRADE PROJECT
PROJECT No. F120002

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C 75646
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

JUNE 2024

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CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

WWTP PRIMARY CLARIFIER UPGRADE PROJECT
PROJECT No. F120002

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

JUNE 2024

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WWTP PRIMARY CLARIFIER UPGRADE PROJECT

PROJECT No. F120002

TABLE OF CONTENTS

(XX) REFLECTS PAGE IDENTIFICATION FOOTER ABBREVIATION

NOTICE INVITING SEALED PROPOSALS (NIB)

BID DOCUMENTS (BD)

INSTRUCTIONS TO BIDDERS 1
PROPOSAL 10
BID CERTIFICATION 13
BID BOND 14
NON-COLLUSION AFFIDAVIT 16
STATEMENT BY BIDDER 17
OFFICERS OF CORPORATION (Members of Firm) 17
SUB-CONTRACTORS LIST 18
QUALIFICATION AND EXPERIENCE STATEMENT 19
GENERAL INFORMATION 20

CONTRACT DOCUMENTS (CD)

PUBLIC WORK CONSTRUCITON CONTRACT 1
WORKERS COMPENDATION INSURACE CERTIFICATION 5

GENERAL CONDITIONS (GC)

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS 1
SECTION 2 - SCOPE OF THE WORK 2
SECTION 3 - CONTROL OF THE WORK 3
SECTION 4 - CONTROL OF MATERIALS 7
SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES 8
SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK 25
SECTION 7 - MEASUREMENT AND PAYMENT 26
SECTION 8 - FACILITIES FOR AGENCY PERSONNEL 28
SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS 28

GENERAL REQUIREMENTS

SECTION 01110	COORDINATION OF WORK
SECTION 01112	DESCRIPTION OF WORK
SECTION 01200	MEASUREMENT AND PAYMENT
SECTION 01251	CHANGE ORDER REQUESTS
SECTION 01254	CHANGE ORDERS
SECTION 01298	SCHEDULE OF VALUES
SECTION 01321	CONSTRUCTION SCHEDULE
SECTION 01322	CONSTRUCTION PROGRESS PHOTOGRAPHY
SECTION 01323	CONSTRUCTION STATUS REPORTS
SECTION 01330	SUBMITTALS
SECTION 01581	CONSTRUCTION INFORMATION SIGNS
SECTION 01721	MOBILIZATION
SECTION 01740	DEMOBILIZATION

TECHNICAL SPECIFICATIONS

SECTION 02222	PROTECTING EXISTING UNDERGROUND UTILITIES

APPENDIX

APPENDIX A	CHECKLIST OF LABOR LAW REQUIREMENTS
APPENDIX B	CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE
APPENDIX C	CITY OF REDLANDS CONTRACTOR SAFETY PROGRAM
APPENDIX D	FHWA – 1273
APPENDIX E	FEDERAL WAGE RATES
APPENDIX F	PERMITS
APPENDIX G	AS-BUILT PLANS AND DRAWINGS

NOTICE INVITING SEALED PROPOSALS (NIB)
For
WWTP PRIMARY CLARIFIER UPGRADE PROJECT
City Project No. F120002

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **July 9, 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: WWTP PRIMARY CLARIFIER UPGRADE PROJECT, Project No. F120002.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Attention is directed to the Federal minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employee in question.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

All questions related to this project shall be directed to Fernando Mata, Project Manager, at 909-841-3142. 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
WWTP PRIMARY CLARIFIER UPGRADE PROJECT
PROJECT No. F120002

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: WWTP PRIMARY CLARIFIER UPGRADE PROJECT
PROJECT No. F120002

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

WWTP PRIMARY CLARIFIER UPGRADE PROJECT
PROJECT No. F120002

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE
BASE BID

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Total Price in Figures
1	Mobilization & Demobilization (5% Max of the base bid amount)	LUMP SUM	$_____
2	Primary Clarifier No. 1	LUMP SUM	$_____
3	Primary Clarifier No. 2	LUMP SUM	$_____
4	Primary Clarifier No. 3	LUMP SUM	$_____
	BASE BID SCHEDULE TOTAL PRICE (Item 1-4)		**$_____**

BASE BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

ADDITIVE BID "A"

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Total Price in Figures
5	Primary Clarifier No. 4	LUMP SUM	$_____
	ADDITIVE BID "A" TOTAL PRICE (Item 5)		**$_____**

ADDITIVE BID "A" TOTAL PRICE: $_____

ADDITIVE BID "A" 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 (c) as the lowest bid price on the Base Bid Total Price. If available funding allows for additional work, then the low bid determination will be re-evaluated as the lowest bid on the Base Bid plus Additive Bid "A" Total Price.

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 WWTP PRIMARY CLARIFIER UPGRADE PROJECT, PROJECT No. F120002.

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor_____, hereby certifies that he has_____, has not_____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not field the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

ACKNOWLEDGED this_____ day of _____

_____
Contractor's Signature

_____
Contractor's Name

_____
Address

_____
City

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is
(Sole Owner, a Partner, President, Secretary, etc.)

of
(Contractor)

the party making the foregoing bid on WWTP PRIMARY CLARIFIER UPGRADE PROJECT, PROJECT No. F120002 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 WWTP PRIMARY CLARIFIER UPGRADE PROJECT, PROJECT No. F120002, 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 WWTP PRIMARY CLARIFIER UPGRADE PROJECT, PROJECT No. F120002 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

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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: **WWTP PRIMARY CLARIFIER UPGRADE PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **WWTP PRIMARY CLARIFIER UPGRADE PROJECT, PROJECT NO. F120002** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred eighty (180) working 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.

CD 3

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
WWTP PRIMARY CLARIFIER UPGRADE PROJECT
PROJECT No. F120002,

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.)

CD 4

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 **WWTP PRIMARY CLARIFIER UPGRADE PROJECT, PROJECT NO. F120002** 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 ( )_____

CD 6

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 _____, 2024, and identified as **WWTP PRIMARY CLARIFIER UPGRADE PROJECT, PROJECT No. F120002** 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
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street. 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. 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 6:30 AM to 3:30 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. 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.

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.

3-12 WORKSITE MAINTENANCE

3-12.4 Storage of Equipment and Materials.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-6 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

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.

5-11 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.

5-13.1.1 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.

5-14 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.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-3.1 General. - *Add the following paragraphs:*
The time of completion of the Contract shall be expressed in consecutive calendar days.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per 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.

GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

A. Maintenance of Operation of Existing Facilities

Currently, Primary Clarifier No. 1 is out of service and stripped of its components. The Contractor will restore primary clarifier number 1 before any of the other clarifiers. Any shutdown will be coordinated with the Owner. All valves on the Owner's existing facilities will be operated by the Owner. Upon completing the installation of each clarifier, the manufacturer's representative shall perform inspections and start-ups before moving on to the next clarifier. The Contractor is authorized to proceed to the next clarifier upon obtaining Owner's approval and adhering to the approved project schedule. The timeline for the demolition of clarifiers shall be directed by the Owner.

B. Coordination Submittals

1. The contractor shall submit a Shutdown Plan to the City for review and approval. The plan should contain safety information, cleaning, restart plan, and expected shutdown duration, and any required deviations from the plan.

2. No primary clarifier shutdowns will be allowed until all necessary equipment and associated parts are onsite.

3. No primary shutdowns will be allowed on Friday, weekends, or city-observed holidays, unless otherwise directed by City staff.

4. When approved, City will begin shutting down the desired primary clarifier. Note the system drainage time may take up to six hours.

C. Working Hours

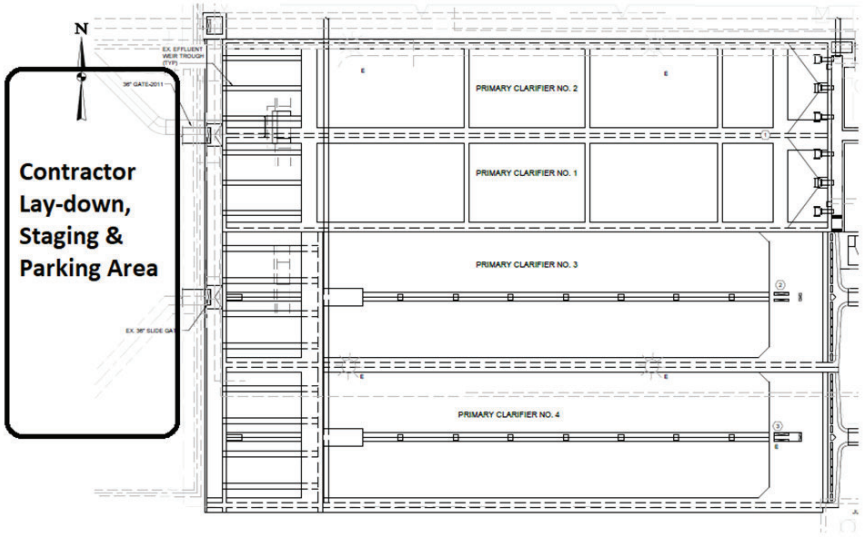
For all work, the following hours shall be deemed as the working hours, unless otherwise approved by the City. Please note that the city observes all government holidays, and no work is to be conducted on these designated days.

Start	Monday 6:00 AM	Tuesday 6:00 AM	Wednesday 6:00 AM	Thursday 6:00 AM	Friday 6:00 AM
End	Monday 4:00 PM	Tuesday 4:00 PM	Wednesday 4:00 PM	Thursday 4:00 PM	Friday 4:00 PM

Upon completion of each day's work, the contractor is responsible for leaving the work area free of hazards/debris and must provide all necessary temporary signs, warning devices, and barricades. The City is not responsible for any equipment or tools left overnight by the Contractor at the project site.

D. Equipment Staging and Vehicle Parking

The staging area for equipment and designated vehicle parking is situated on the designated open piece of land at the effluent of the PCs. The onsite Speed limit is 10 MPH for cars and light trucks and 5 MPH for large trucks and other vehicles.



The contractor shall coordinate all construction activities with the owner's Plant Manager/Project Manager and provide a 3-week look-ahead schedule. The Contractor is required to provide and maintain portable restrooms for workers, ensuring compliance with regulatory standards

E. Additional City Projects

The contractor shall coordinate with the City to determine any conflicting schedule items and to adjust schedule as necessary to accommodate adjacent work.

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 Primary Clarifier Upgrade Project, Project No. F120002 for the City of Redlands, all in accordance with the Contract Documents.

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 the 2024 Primary Clarifier Upgrade Project, Project No. F120002 as noted on Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing all designated sludge collection, skimming mechanisms, and revolving skimmer pipes with manual operating lever for the rectangular primary clarifiers located at the City's Wastewater Treatment Facility (1950 Nevada St., Redlands, CA 92373). This includes all necessary accessories to ensure a fully functional primary clarifier system at the City of Redlands Wastewater Treatment Facility (WWTF). Sludge collection, skimming mechanism, and skimming pipes with manual lever shall fit existing rectangular clarifiers. The WWTF currently has four rectangular primary clarifiers (PC). Acceptable manufacturers, or equivalents, include Evoqua, Envirex, Viking Chain Enviro Division (a division of Connexus Industries Inc.), Brentwood Polychem Solutions, and Fairfield Service Company. The contractor will need to provide the name and details of the manufacturer.

   Currently, PC No. 1 is out of service and stripped of its components, including the collector chain and flights. However, it will be restored to operational status as a result of this project. Due to years of being out of service and dry, the headshaft wall bearings will need replacement, and the sprocket will also require replacement due to rust. PC No. 1 and 2, installed in 1962, each feature a chain and flight mechanism operated by a common drive unit. PC No. 3, installed in 1972, and PC No. 4, installed in 1988, are larger basins, each housing two chains and flight mechanisms. PC No. 3 and 4 are equipped with their dedicated drive units.

   Each unit shall be furnished and installed complete with all supports, mechanical equipment including drives. All mechanisms or parts shall be sized for stresses occurring during operation, fabrication, and erection. Common parts shall be interchangeable for all primary tanks. The end product of all supplied and

installed parts shall be from a single responsible equipment manufacturer. This manufacturer shall provide all components of the system to enhance compatibility, ease of construction, and efficient operation and maintenance. It is necessary to place the equipment in operation to perform its intended functions without altering or modifying the CONTRACTOR's responsibilities under the Contract Documents

Design Operation Requirements - Primary Clarifiers Sludge Collectors:

	PC No. 1 & No.2		**PC No.3 & No. 4**	
Item	Tank No. 1	Tank No. 2	Tank Section 1	Tank Section 2
Equipment Tag No.				
Longitudinal Collector	1	1	1	1
Cross Collector	N/A	N/A	N/A	N/A
Tank Length (ft-inch)	112-0	112-0	113-2	113-2
Tank Width (ft-inch)	18-0	18-0	12-11 1/2	12-11 1/2
Side Wall Depth (ft-inch)	11-4	11-4	11-4	11-4
Water Depth at Design Flow (ft-inch)	9-8 3/16	9-8 3/16	9-8 3/16	9-8 3/16
Water Depth at Peak Flow (ft-inch)	9-8 3/16	9-8 3/16	9-8 3/16	9-8 3/16
Water Flow at Design Flow per Tank (MGD)	2.375	2.375	2.375	2.375
Water Flow at Peak Flow per Tank (MGD)	4.5	4.5	4.5	4.5
Max. Sludge Blanket Depth at Influent End (inch)	42	42	42	42
Max. Sludge Concentration (% by Weight))	9	9	9	9
Min. Design Dry Death Load (Friction lbs/Linear ft)	4	4	4	4
Min. Design Collector Live Load (lbs/sqft)	0.5	0.5	0.5	0.5
Flight Speed (ft/min)	2	2	2	2
Flight Spacing (ft)	10	10	10	10
Max. Shaft Flexural and Torsional Stress (psi)	12,000- headshaft 24,000- idler shaft	12,000- headshaft 24,000- idler shaft	12,000- headshaft 24,000- idler shaft	12,000- headshaft 24,000- idler shaft
Max. Shaft Angular Deflation (degree)	3	3	3	3
Max. Shaft Flexural Deflection (inch)	L/360	L/360	L/360	L/360
Max. Bearing Pressure (psi)	150	150	150	150

The fluid to be handled will be primary sludge and primary scum (PS), expected physical and chemical characteristics of fluid are summarized in the table below:

Service Designation	PS
Approximate pH (std units)	6.5 – 7.5
Temperature (°F)	64 - 88
Specific Gravity	1.05
Viscosity (cP)	1
TSS (mg/L)	5,000 – 90,000

Electrical Infrastructure & Motor Gearbox Drive Installation

The project scope encompasses the utilization of the existing electrical infrastructure. The Contractor is tasked with sizing the motor gearbox drive power, not exceeding 2 HP, with voltage specifications of 230-480 V, 3 PH, 60 Hz. The hazardous area classification for this project is NFPA 820 Class 2 Division 2 Group D. Additionally, the Contractor must ensure the proper operation of the motor gearbox drive system within the specified parameters.

Table 5-5: Primary Clarifier Design Data

Item	Existing Value	New Value	Remarks
Primary Clarifiers 1 & 2			
Basin Dimensions, each (ft)	120' x 18' x 10'	120 x 16'8" x 9'4"	L x W x Average SWD
Number of Chain & Flight Mechanisms, each	1	1	
Drive Motor Power (hp)	0.5	0.5	Common drive motor
Primary Clarifier 3 & 4			
Basin Dimensions, each (ft)	120' x 26' x 10'	120' x 26' x 10'	L x W x Average SWD
Number of Chain & Flight Mechanisms, each	2	2	
Drive Motor Power, each (hp)	0.75	0.75	One drive for each clarifier

Services of Manufacturer

Upon completing the installation of each clarifier, the manufacturer shall perform inspections and start-ups before moving on to the next clarifier. The Contractor is authorized to proceed to the next clarifier upon obtaining Owner's approval and adhering to the approved project schedule. The timeline for the demolition of clarifiers shall be directed by the Owner. As the WWTF will remain active and in operation during the project, it is imperative for the Contractor to collaborate closely with the Owner to plan and coordinate the demolitions of PCs. This collaboration is crucial to ensure minimal disruption to ongoing operations and to adhere to the overall project timeline. The Contractor shall adjust their schedule as necessary to align with the operational requirements of the WWTF, subject to the Owner's guidance and approval.

Upon completing the entire project, the manufacturer is to provide one full day of training to Owner’s personnel (training shall be conducted separately from Start-up and Testing activities). The manufacturer’s representative is to witness the equipment installation, visit the site for at least five (5) days during the project, including one day upon final completion. The manufacturer shall perform field adjustments to certify that the equipment installation and operation comply with the design.

Primary Clarifier- Demo
Note* PC No. 1 is offline and stripped of its components.
Demolish existing sludge collector drives.
Demolish existing head shaft and sprockets.
Demolish existing front and back turn shaft and sprockets.
Demolish longitudinal and cross sludge collectors.
Demolish existing flights.
Demolish existing idler shaft and sprockets.
Demolish existing chain and return tracks for flights.
Demolish existing manual lever operated skimmer pipe.
Primary Clarifier – Rehabilitation
Install new sludge collector drive.
Install new head shaft and sprockets.
Install new front and back turn shaft and sprockets 4.
Install new longitudinal and cross sludge collectors.
Install new flights.
Install new idler shaft and sprockets.
Install new chain and return tracks for flights.
Install manual lever operated skimmer pipe.

Revolving Skimming Pipe (Scum Pipe) & Manual Lever Operator
Provide all labor, material and equipment to furnish and install one (1) manual lever operated skimmer pipe each 12 inch (300 mm) diameter.

Each skimmer pipe shall span one (1) 18 ft (5.48 m) wide channel. Continuous travel of scum through the series of pipes shall be 18 ft (5.48 m). Each mechanism shall be independently operated and shall be capable of minimum 30 degree rotation in either direction.

The Manufacturer shall furnish pipe, end supports, set collars, seals, lever, and associated attachment bolts and anchor bolts.

Pipe shall be carbon steel and be 12 inch (300 mm) diameter with nominal 1/4 inch (6.35 mm) wall thickness. A 60 degree wide slotted opening shall be cut symmetrical about the vertical axis to provide a weir over which scum can flow into the pipe when rotated. Edges of the slot shall be parallel to the longitudinal axis of the pipe. Full periphery bands not less than 2 inch (50 mm) wide shall be left in the pipe at intervals not exceeding 2 ft (610 mm) to act as stiffeners.

Equipment
Pipe-The pipe shall be carbon steel and be 12 inch (300 mm) diameter with nominal 1/4 inch (6.35 mm) wall thickness. A 60 degree wide slotted opening shall be cut symmetrical about the vertical axis to provide a weir over which scum can flow into the pipe when rotated. Edges of the slot shall be parallel to the longitudinal axis of the pipe. Full periphery bands not less than 2 inch (50 mm)

wide shall be left in the pipe at intervals not exceeding 2 ft (610 mm) to act as stiffeners.

End Supports-The revolving pipe shall be supported at each end in such a manner that a slight vertical or horizontal misalignment will not interfere with the smooth operation of the pipe. The pipe shall be supported by and revolve in a rolled carbon steel collar which shall be welded to an adjustable carbon steel plate. The end supports shall have a replaceable UHMW-polyethylene bearing liner securely fitted within the internal periphery of the collar to provide ample bearing surface for the pipe without crushing the seal.

Seals-A suitable watertight seal shall be provided for the open end of the pipe. This seal shall be so constructed that it will remain effective even with a slight misalignment of the pipe and collar. The seal shall not be affected by grease, mild acids, or alkalis. The seal shall be readily renewable without removing the pipe from the supporting brackets and shall not bind or impede the smooth action of the revolving pipe.

Plywood fillers shall be furnished with open end supports to provide a watertight connection to the tank walls without grouting.

Set Collars-A formed 1/4 inch (6 mm) thick carbon steel set collar shall be provided at each end support to retain the skimmer pipe end seals.

Operating Mechanism-The skimmer pipe shall be manually operated by means of a 1-1/2 inch (38 mm) diameter standard carbon steel pipe lever.

Shop Painting and Finish Field Painting-All iron and steel surfaces of scum pipe and levers shall be blast-cleaned in accordance with SSPC-SP10 and shop primed. Shafting, machined and or polished surfaces shall be provided with a temporary protective coating of anchors and fasteners. All anchor bolts shall be Type 316 stainless steel furnished by the Manufacturer, of ample size and strength for the purpose intended. nondrying oily-type rust preventative compound.

Submittals
Provide submittals including the following specific information:
Complete assembly and installation drawings and data covering material used, power drive assemblies, and accessories of equipment furnished.

Data and specifications for each unit shall include:
a. Shafts, material, and size
b. Bearings, type, and details
c. Sprockets, type, and sizes details
d. Chain size, weight, and details
e. Flight dimensions and materials

f. Return rail track details, including supports capable of withstanding all loads from any direction as imposed.
g .Wear strips for floor and return rail tracks
h. Wearing shoe details and mounting locations.
i. Size, manufacturer, type, and mounting details of mechanism drive motor gearbox.
j. Anchor bolt placement measured from construction joints in the concrete structure.
k. Details and description of the mechanical overload protection assembly. Details submitted shall clearly demonstrate the adequacy of the mechanical overload protection provided for the electric motor with the proposed assembly.

Provide detailed calculations demonstrating that the proposed collector chain can meet the specified design criteria and sludge loading.

Certifications (compliance with applicable code requirements with respect to material grades, design criteria, and test results).

Manufacturer certification stating the equipment conforms to specified requirements and is suitable for the service.

Owner’s Manual
The following shall be included:
Manufacturer's catalog including installation instructions.
Manufacturer's operating and maintenance procedures including lubricating instructions.
Manufacturer's certification that products comply with the indicated requirements and certification that products have been factory-tested.
Certification that the Work has been field-tested and the Work complies with the indicated requirements.
Equipment tolerances and required clearances.
Electrical data including control and wiring diagrams.
Address and telephone number of local service representative.

Equipment Warranty
The Contractor shall furnish and replace, without cost to Owner, all equipment parts that are defective or show undue wear within two (2) years from the date of Notice of Completion unless extended periods of warranty for specific pieces of equipment are specified in the specific equipment section. In addition to performance guarantees, all processes or systems shall comply with the requirements of applicable portions of the Sections of these Specifications describing those systems.

Quality Assurance
Equipment supplier shall be a firm regularly engaged in the manufacture of sludge collection and skimming mechanism whose products have given satisfactory

service in at least ten (10) similar domestic wastewater treatment applications for more than ten (10) years. Prior to delivering the sludge collection and skimming mechanisms for rectangular primary clarifiers and all accessories to the job site, the Manufacturer shall perform factory/shop test.

Safety

The Contractor shall comply with all federal, state, and local safety codes throughout the progress of the work and agrees to assume sole and complete responsibility for job site conditions during the course of this Contract, including the safety of all personnel and property. This responsibility encompasses all aspects of confined space entry within the project's scope, requiring the provision of trained and certified personnel as mandated by applicable safety regulations and standards. The Contractor shall conform to and adhere to all relevant CAL/OSHA safety orders.

The Contractor is responsible for ensuring that all personnel involved in confined space entry activities possess the required certifications and training. This training should cover, but not be limited to, the identification of confined spaces, the proper use of personal protective equipment, emergency response procedures, and the recognition and mitigation of potential hazards associated with confined spaces.

The Contractor shall maintain a record of all personnel certifications and training documentation, making it readily available for inspection by relevant authorities or the Owner upon request. The Contractor is responsible for implementing and enforcing safe work practices related to confined space entry, as well as providing any necessary equipment, tools, or materials required for safe and compliant execution of work within confined spaces.

The Contractor shall submit to the City for review its Injury Illness Prevention Plan (IIPP), Emergency Contact List, and Job Hazard Assessment (JHA) through the submittal module in VPM. Once the JHA has been reviewed, the Safety Administrator will determine if Employee Certificates of Training will be required as an additional submittal.

Contractors Responsibility for Work

Contractor is responsible for all work, equipment, etc. until formal acceptance of the work by the City. Any damage due to weather, vandalism, theft or fire is the responsibility of the Contractor. Housekeeping shall be performed by the Contractor on a daily basis, or as directed by the City, to maintain a clean work site.

Protections of Existing Improvements/Utilities

Contractor shall protect private and public property adjacent to the work and exercise caution to avoid damage. Any damage shall be repaired to the satisfaction of the City and/or owner. The Contractor shall relocate, re-establish,

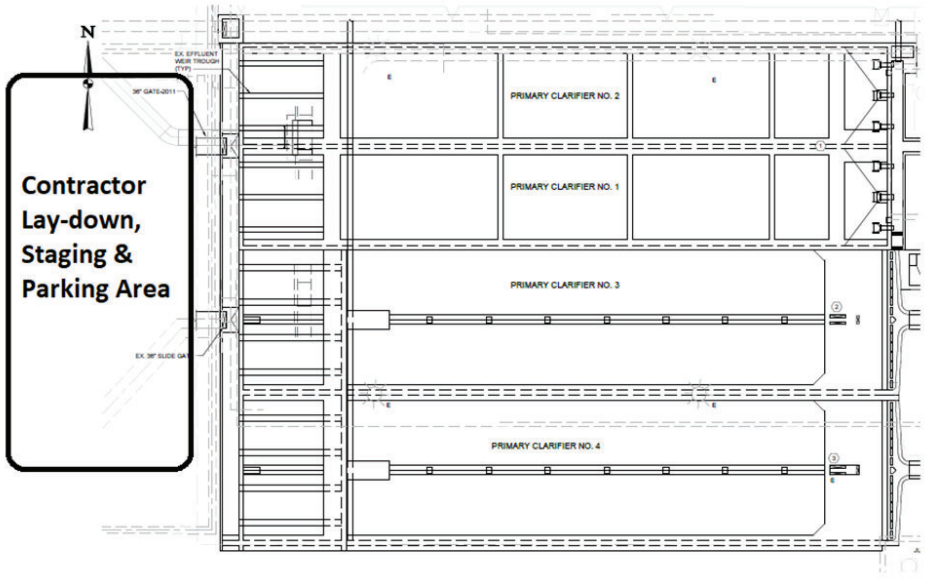
repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

pipe, fittings, and appurtenances; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, trees, and public and private improvements; replacing all asphalt concrete pavement including asphalt concrete overlays; pavement striping and restriping; testing and disinfecting all pipelines; replacing destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

Work Hours
The project work hours are scheduled from Monday through Friday, between 6:00 AM and 4:00 PM at the WWTF. Please note that the City observes all government holidays, and no work is to be conducted on these designated days. Upon completion of each day's work, the contractor is responsible for leaving the work area free of hazards/debris and must provide all necessary temporary signs, warning devices, and barricades.

The contractor shall coordinate all construction activities with the owner's Plant Manager/Project Manager and provide a 3-week look-ahead schedule. The Contractor is required to provide and maintain portable restrooms for workers, ensuring compliance with regulatory standards, including at least one facility per 20 employees of each sex with a minimum number of toilets. They must maintain cleanliness, privacy, and sufficient supplies, conduct regular inspections, promptly address repairs, and adhere to health and safety regulations while strategically locating restrooms for convenient worker access.

Equipment Staging and Vehicle Parking:
The staging area for equipment and designated vehicle parking is situated on the open piece of land at the effluent of the PCs. The onsite Speed limit is 10 MPH for cars and light trucks and 5 MPH for large trucks and other vehicles. It is important to highlight that the City is not responsible for any equipment or tools left overnight by the Contractor at the project site.



2. The Contractor shall, upon completion of the construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating 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 & Demobilization, 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.

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.

2. Primary Clarifier Number 1, Bid Item 2:

Payment for Primary Clarifier Number 1 shall be made at the contract lump sum price unit and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install a complete and fully functional primary clarifier system. This includes, but not limited to, associated electrical components, sludge collection, skimming mechanism, and skimming pipes with manual lever shall fit existing rectangular clarifiers per the as-builts and specifications.

The price shall include, but not be limited to, demolition of existing appurtenances and accessories within the existing concrete primary clarifier basin. Please note, primary clarifier 1 is out of service and stripped of its components, including the collector chain and flights. The completeness shall be determined by the Engineer/Project Manager and updated on progress payments.

3. Primary Clarifier Number 2, Bid Item 3:

Payment for Primary Clarifier Number 2 shall be made at the contract lump sum price unit and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install a complete and fully functional primary clarifier system. This includes, but not limited to, associated electrical components, sludge collection, skimming mechanism, and skimming pipes with manual lever shall fit existing rectangular clarifiers per the as-builts and specifications.

The price shall include, but not be limited to, demolition of existing appurtenances and accessories within the existing concrete primary clarifier basin. The completeness shall be determined by the Engineer/Project Manager and updated on progress payments.

4. Primary Clarifier Number 3, Bid Item 4:

Payment for Primary Clarifier Number 3 shall be made at the contract lump sum price unit and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install a complete and fully functional primary clarifier system. This includes, but not limited to, associated electrical components, sludge collection, skimming mechanism, and skimming pipes with manual lever shall fit existing rectangular clarifiers per the as-builts and specifications.

The price shall include, but not be limited to, demolition of existing appurtenances and accessories within the existing concrete primary clarifier basin. The completeness shall be determined by the Engineer/Project Manager and updated on progress payments.

5. Primary Clarifier Number 4, Bid Item 5:

Payment for Primary Clarifier Number 4 shall be made at the contract lump sum price unit and shall constitute full compensation for all labor, material, equipment and incidentals

required to furnish and install a complete and fully functional primary clarifier system. This includes, but not limited to, associated electrical components, sludge collection, skimming mechanism, and skimming pipes with manual lever shall fit existing rectangular clarifiers per the as-builts and specifications.

The price shall include, but not be limited to, demolition of existing appurtenances and accessories within the existing concrete primary clarifier basin. The completeness shall be determined by the Engineer/Project Manager and updated on progress payments.

END OF SECTION

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SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		COR Number:	
Project Number:		Date of Request:	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: Note: Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ Date: _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

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SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor's waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a "Daily Extra Work Report" (DEWR) to the Inspector. The "Daily Extra Work Report" shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00	**AMOUNT DUE THIS PERIOD**	**$0.00**

SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The CITY reserves the right to withhold moneys due the CONTRACTOR

to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED". Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		RFI Number:	
Project Number:		Date of RFI:	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ Date: _____

SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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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

Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230) (California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works every Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to all of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	**Project Location:**	**Today's Date:**
Contractor / Subcontractor Name:	**Business Address:**	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. **Please Include Apprentice Rates.**

Classification:		**Effective Date:**	**Subsistence or Travel Pay: $**
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	
	Pension **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	
	Vacation/Holiday **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	
	Training **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	
	Other **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	

Classification:		**Effective Date:**	**Subsistence or Travel Pay: $**
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	
	Pension **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	
	Vacation/Holiday **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	
	Training **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	
	Other **$_____hr**	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	**Signature and Date (Wet Signature Required)**

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page_____of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
															TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
													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
TRAING. FUND ADMIN DUES TRAV/ SUBS. SAVINGS OTHER* O

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

Form A-1-131 (New 2-80)

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:

_____

_____

_____

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APPENDIX B
CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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City of Redlands Hours

Construction activities shall be scheduled from 06:00 am to 04:00 pm, Monday through Friday, unless prior arrangements have been made for extensions beyond 04:00 pm. The City of Redlands observes all federal holidays listed below.

Holiday	Day Observed
New Year's Day	*January 1*
Martin Luther King Day	*Third Monday in January*
President's Day	*Third Monday in February*
Cesar Chavez	*March 31*
Memorial Day	*Last Monday in May*
Juneteenth	*June 19*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Columbus Day	*Second Monday in October*
Veteran's Day	*November 11*
Thanksgiving Day	*Fourth Thursday in November*
Friday after Thanksgiving Day	*Friday after Thanksgiving Day*
Christmas Eve	*December 24*
Christmas Day	*December 25*

If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.

BLUE indicates office CLOSED for the City's HOLIDAYS.

January 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
29	29	30	31			

February 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 31	25	26	27	28	29	30

April 2024

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APPENDIX C
CONTRACTOR SAFETY PROGRAM

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APPENDIX D
FHWA-1273

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EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) 2
   - A. NONDISCRIMINATION STATEMENT 2
   - B. CONTRACT ASSURANCE 3
   - C. PROMPT PROGRESS PAYMENT 3
   - D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS 3
   - E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS 4
   - F. COMMITMENT AND UTILIZATION 5
   - G. DBE RUNNING TALLY OF ATTAINMENTS 6

2. BID OPENING 6
3. BID RIGGING 6
4. CONTRACT AWARD 6
5. CONTRACTOR LICENSE 6
6. CHANGED CONDITIONS 6
   - A. DIFFERING SITE CONDITIONS 6
   - B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER 6
   - C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK 7

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES 7
8. BUY AMERICA 7
9. QUALITY ASSURANCE 8
10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS 8
11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS 8
12. FEMALE AND MINORITY GOALS 21
13. TITLE VI ASSURANCES 22
14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT) 23
15. FEDERAL TRAINEE PROGRAM 23

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

g. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

   The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

   a. Differing Site Conditions

   1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
   2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
   3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
   4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

   b. Suspensions of Work Ordered by the Engineer

   1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
   2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:

   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 180 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County Redlands the sum of $ 500 per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

FHWA-1273 -- Revised May 1, 2012

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

FHWA-1273 -- Revised May 1, 2012

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

FHWA-1273 -- Revised May 1, 2012

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

FHWA-1273 -- Revised May 1, 2012

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

FHWA-1273 -- Revised May 1, 2012

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FHWA-1273 -- Revised May 1, 2012

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	 19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Redlands :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Redlands approval for this submitted information before the prime contractor starts work. The City/County of Redlands credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of Redlands and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Redlands reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
    a. Contribute to the cost of the training
    b. Provide the instruction to the apprentice or trainee
    c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

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APPENDIX E
FEDERAL WAGE RATES

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"General Decision Number: CA20240026 05/24/2024

Superseded General Decision Number: CA20230026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	05/24/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

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* BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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* BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 40.21	15.23
TILE FINISHER	$ 34.78	13.64
TILE LAYER	$ 48.29	19.18

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* BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 39.95	14.65
TERRAZZO WORKER/SETTER	$ 47.85	15.14

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 51.60	16.28
(2) Millwright	$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler	$ 51.85	16.28
(5) Sawfiler	$ 51.69	16.28
(6) Scaffold Builder	$ 42.80	16.28
(7) Table Power Saw Operator	$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut

sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 51.60	16.28
STOCKER/SCRAPPER	$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer	$ 21.85	7.15

ELEC0440-004 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	$ 39.60	3%+16.89
Technician	$ 33.09	15.89

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock

systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2021

	Rates	Fringes
Electricians:	$ 45.75	3%+25.33

CABLE SPLICER: $1.50 per hour above Electrician rate.
TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:
Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
Zone B - Any work performed outside Zone A's 80 road miles, shall add $12.00 per hour to the current wage scale.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2024

	Rates	Fringes

ELEVATOR MECHANIC.....$ 66.63 37.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 64.10	34.60
(2) Dredge dozer	$ 58.13	34.60
(3) Deckmate	$ 58.02	34.60
(4) Winch operator (stern winch on dredge)	$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 56.93	34.60
(6) Barge Mate	$ 57.54	34.60

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80

GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80
GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80
GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:

$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer

operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and

including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull

(compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine,

over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25

yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator;

Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator

(Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point

which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer	$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 48.50	21.37
GROUP 2	$ 47.55	21.37
GROUP 3	$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 45.68	23.30
GROUP 2	$ 46.00	23.30
GROUP 3	$ 46.46	23.30
GROUP 4	$ 47.15	23.30
LABORER		
GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04
GROUP 5	$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a

worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-005 07/01/2022

	Rates	Fringes
Brick Tender	$ 37.32	21.45

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 40.69	18.25
(2) Vehicle Operator/Hauler	$ 40.86	18.25
(3) Horizontal Directional Drill Operator	$ 42.71	18.25
(4) Electronic Tracking Locator	$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 41.90	21.32
GROUP 2	$ 43.20	21.32
GROUP 3	$ 45.21	21.32
GROUP 4	$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and

equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	$ 38.92	23.32
PLASTER TENDER.....	$ 41.47	23.32

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	$ 29.59	17.12
(2) All Other Work.....	$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 46.28	23.52

PAIN0036-015 01/01/2020

	Rates	Fringes

GLAZIER	$ 43.45	23.39

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER	$ 43.20	18.03

PLAS0200-008 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: $3.00 additional per hour.

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 38.50	25.91

PLUM0016-002 09/01/2023

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB	$ 64.18	26.51
Work at Fort Irwin Army Base	$ 67.68	26.51
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base	$ 64.18	26.51
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 42.49	23.86

All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	$ 55.18	26.26

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	$ 40.20	25.90
Sewer & Storm Drain Work....	$ 44.29	23.28

ROOF0036-002 08/13/2023

	Rates	Fringes
ROOFER.....	$ 46.02	20.05

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-009 01/01/2024

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER.....	$ 45.31	27.91

SFCA0709-004 09/01/2023

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	$ 54.29	32.00

SHEE0105-003 01/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 56.95	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 56.95	30.04

TEAM0011-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 38.19	33.69
GROUP 2	$ 38.34	33.69
GROUP 3	$ 38.47	33.69
GROUP 4	$ 38.66	33.69
GROUP 5	$ 38.69	33.69
GROUP 6	$ 38.72	33.69
GROUP 7	$ 38.97	33.69
GROUP 8	$ 39.22	33.69
GROUP 9	$ 39.42	33.69
GROUP 10	$ 39.72	33.69
GROUP 11	$ 40.22	33.69
GROUP 12	$ 40.65	33.69

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

APPENDIX F
PERMITS

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	h$	_____
_____	SF	Sidewalk	$ 0.09	/ SF	h$	_____
_____	SF	Cross Gutter/Spandrel	$ 0.58	/ SF	h$	_____
_____	LF	Curb & Gutter	$ 2.19	/ LF	h$	_____
_____	LF	Curb/Berm	$ 2.62	/ LF	h$	_____
_____	SF	Asphalt Pavement	$ 0.04	/ SF	h$	_____
_____	SF	Crushed Aggregate Base	$ 0.04	/ SF	h$	_____
_____	EA	Street Light	$ 81.00	/ EA	h$	_____
_____	EA	Traffic Signal - New	$ 2,152.00	/ EA	h$	_____
_____	EA	Traffic Signal - Modification	$ 1,737.00	/ EA	h$	_____
_____	CY	Reinforced Concrete	$ 89.00	/ CY	h$	_____
_____	LF	Storm Drain Pipe	$ 8.00	/ LF	h$	_____
_____	EA	Curb Inlet/Outlet Structures	$ 67.00	/ EA	h$	_____
_____	EA	Storm Drain Manhole/Junction Box	$ 67.00	/ EA	h$	_____
_____	EA	Curb Core	$ 62.00	/ EA	h$	_____
_____	LF	Sewer Main	$ 0.95	/ LF	h$	_____
_____	EA	Sewer Manhole	$ 67.00	/ EA	h$	_____
_____	EA	Sewer Cleanout	$ 134.00	/ EA	h$	_____
_____	EA	Sewer Lateral	$ 67.00	/ EA	h$	_____
_____	LF	Water Main - Potable	$ 1.09	/ LF	h$	_____
_____	LF	Water Main - Non-Potable	$ 1.09	/ LF	h$	_____
_____	EA	Fire Hydrant Assembly	$ 66.00	/ EA	h$	_____
_____	EA	Water Service Lateral	$ 26.00	/ EA	h$	_____
_____	EA	Water Shutdown	$ 67.00	/ EA	h$	_____
_____	EA	Fire Service	$ 58.00	/ EA	h$	_____
_____	LF	Excavation/Utility Trench	$ 1.25	/ LF	h$	_____
_____	SF	Street Patch	$ 0.67	/ SF	h$	_____
_____	SF	Warranty Fee (Street Cut)	$ _____	/ SF	h$	_____
_____		_____	$ _____	/	h$	_____
_____		_____	$ _____	/	h$	_____

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance h

$ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Redlands Regular Meeting of 09-03-24

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

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APPENDIX G
AS-BUILT PLANS & DRAWINGS

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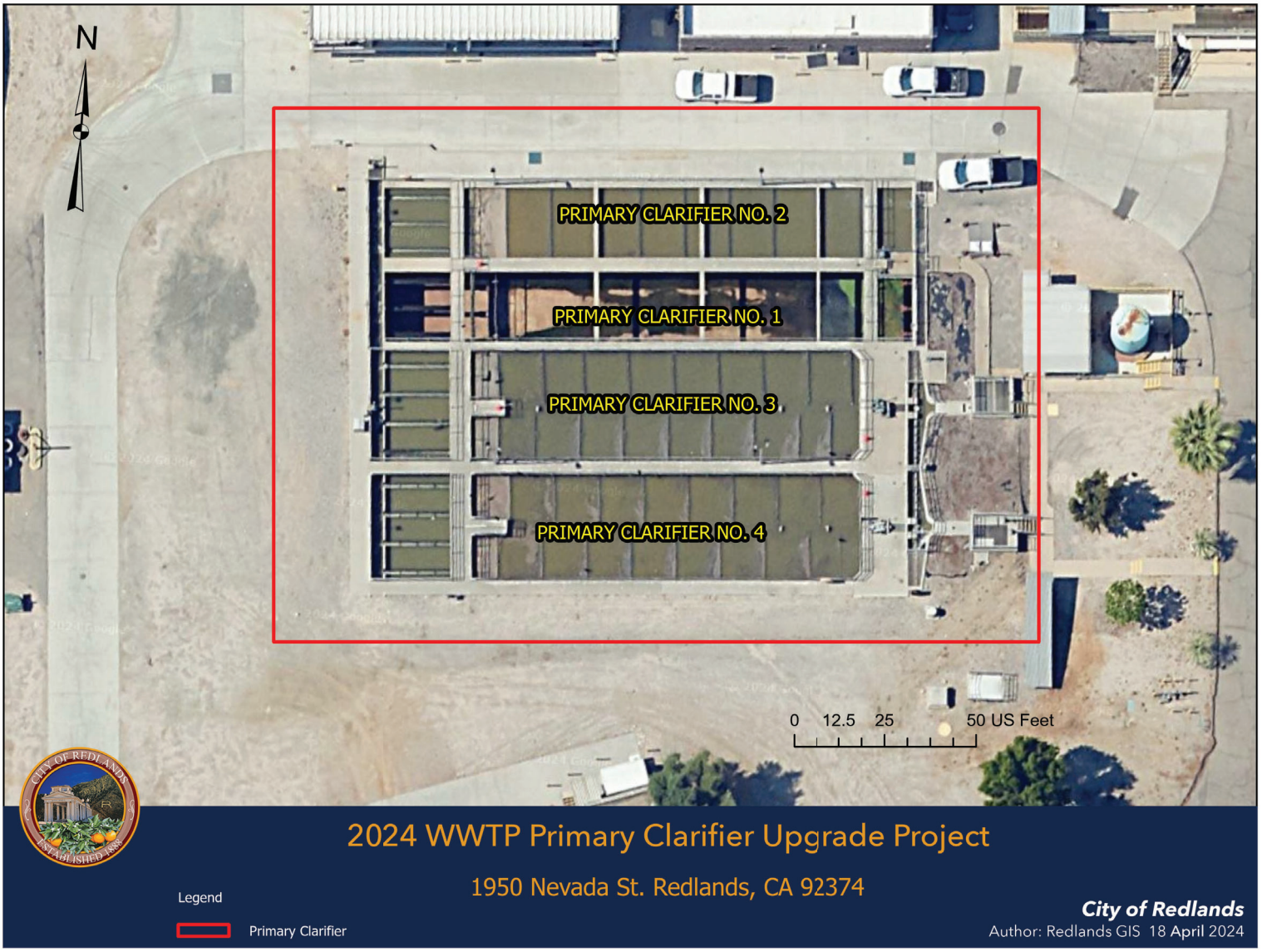
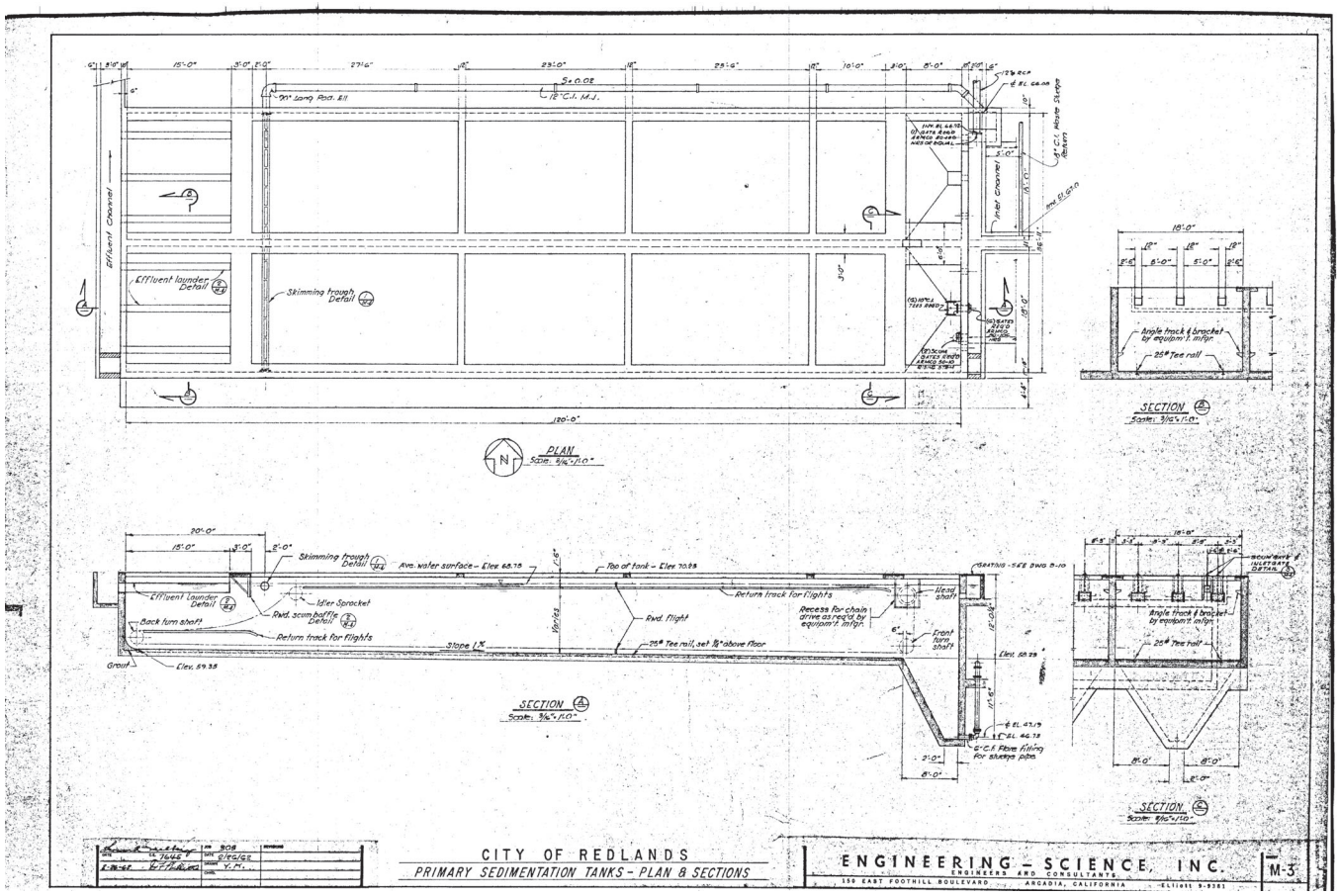
SANTA ANA RIVER
SANTA ANA RIVER
N
Project Location
1950 Nevada St. Redlands, CA 92374
MILL ST
MILL ST
NEVADA ST
NEVADA ST
NEVADA ST
PALMETTO AVE
PALMETTO AVE
PALMETTO AVE
0 250 500 1,000 1,500
US Feet
CITY OF REDLANDS
ESTABLISHED 1888
2024 WWTP Primary Clarifier Upgrade Project
1950 Nevada St. Redlands, CA 92374
Legend
Parcels
WWT Plant
City of Redlands
Author: Redlands GIS 18 April 2024


N
PRIMARY CLARIFIER NO. 2
PRIMARY CLARIFIER NO. 1
PRIMARY CLARIFIER NO. 3
PRIMARY CLARIFIER NO. 4
0 12.5 25 50 US Feet
2024 WWTP Primary Clarifier Upgrade Project
1950 Nevada St. Redlands, CA 92374
Legend
Primary Clarifier
City of Redlands
Author: Redlands GIS 18 April 2024

PC 1 & 2



CITY OF REDLANDS

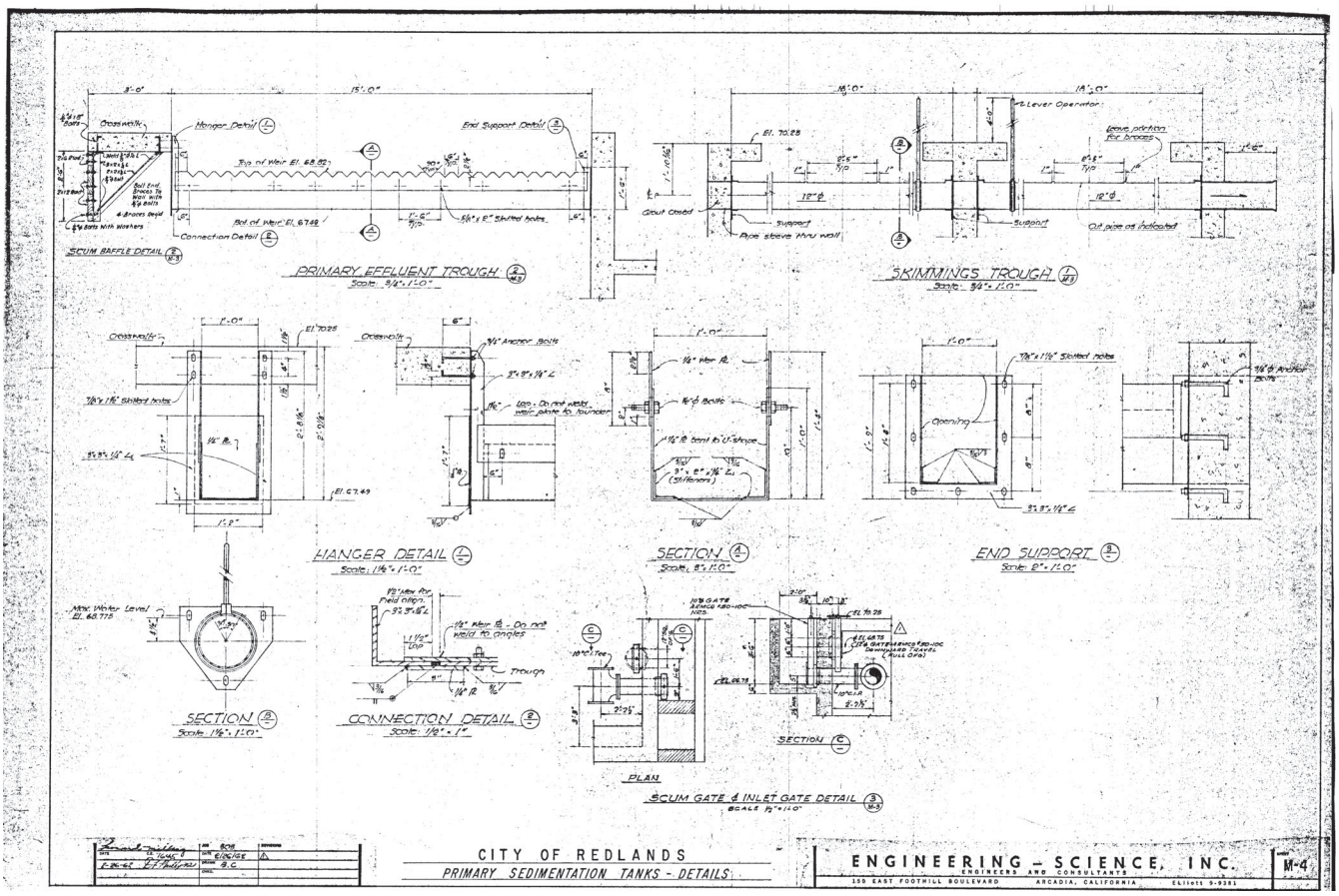
PRIMARY SEDIMENTATION TANKS – PLAN & SECTIONS

ENGINEERING – SCIENCE, INC.

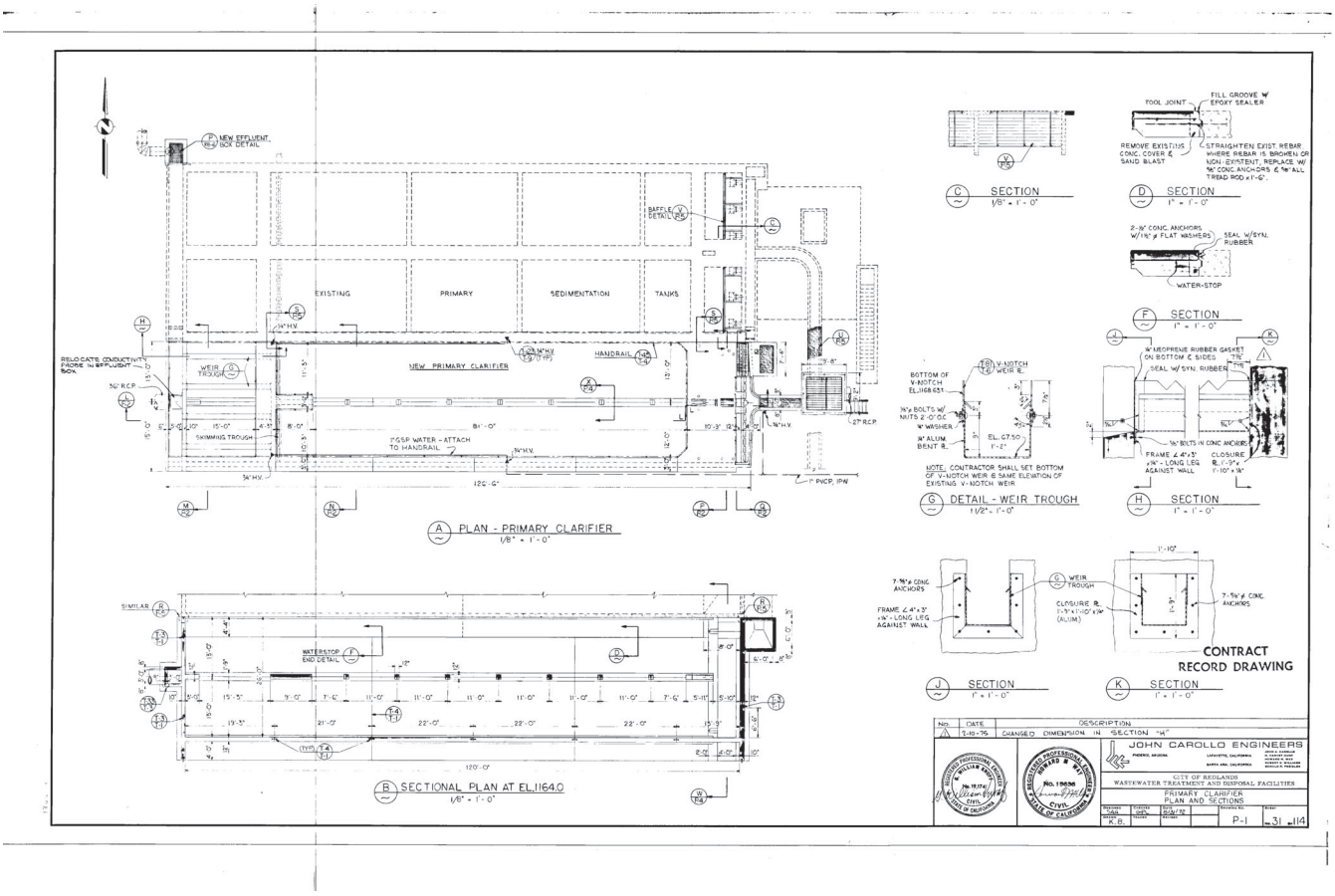
ENGINEERS AND CONSULTANTS

350 EAST FOOTHILL BOULEVARD, ARCADIA, CALIFORNIA

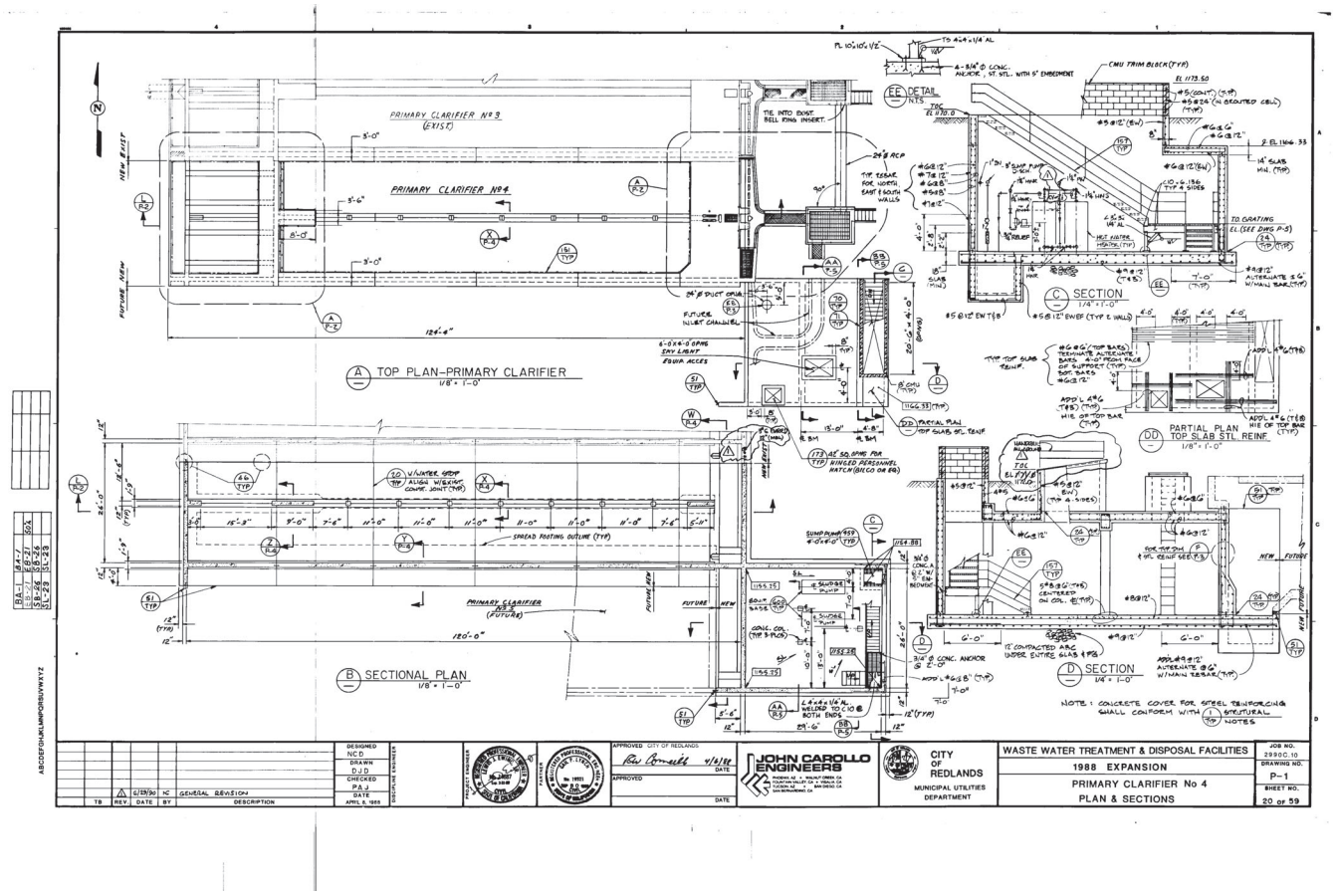
M-3

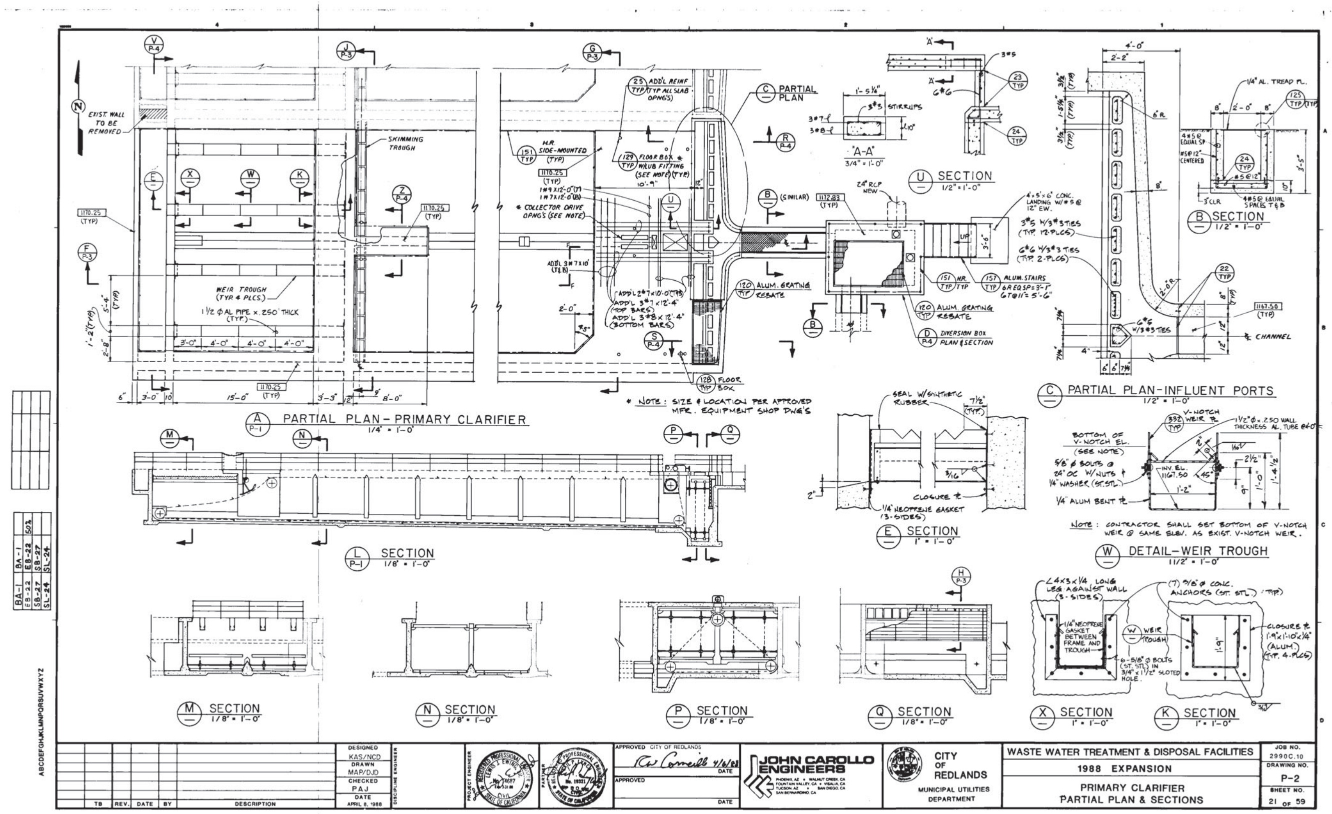

PRIMARY EFFLUENT TROUGH
SKIMMINGS TROUGH
SCUM BAFFLE DETAIL
HANGER DETAIL
SECTION
END SUPPORT
SECTION
CONNECTION DETAIL
PLAN
SECTION
SCUM GATE & INLET GATE DETAIL
CITY OF REDLANDS
PRIMARY SEDIMENTATION TANKS - DETAILS
ENGINEERING - SCIENCE, INC.
ENGINEERS AND CONSULTANTS
150 EAST FOOTHILL BOULEVARD ARCADIA, CALIFORNIA
M-4

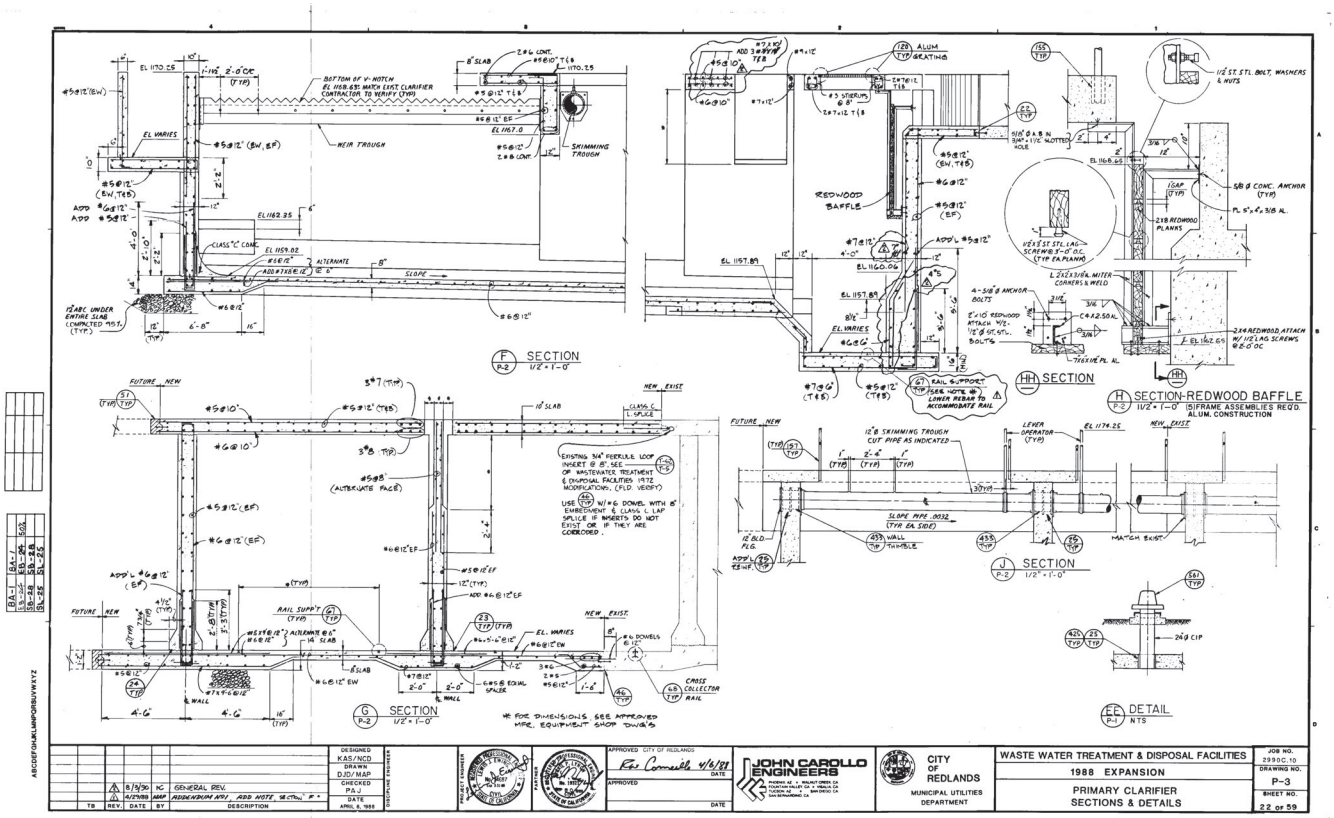
PC 3


A PLAN - PRIMARY CLARIFIER
1/8" = 1'-0"
B SECTIONAL PLAN AT EL.1164.0
1/8" = 1'-0"
C SECTION
1/8" = 1'-0"
D SECTION
1" = 1'-0"
F SECTION
1" = 1'-0"
G DETAIL - WEIR TROUGH
1 1/2" = 1'-0"
H SECTION
1" = 1'-0"
J SECTION
1" = 1'-0"
K SECTION
1" = 1'-0"
EXISTING
PRIMARY
SEDIMENTATION
TANKS
NEW PRIMARY CLARIFIER
CONTRACT
RECORD DRAWING
JOHN CAROLLO ENGINEERS
CITY OF REDLANDS
WASTEWATER TREATMENT AND DISPOSAL FACILITIES
PRIMARY CLARIFIER
PLAN AND SECTIONS
P-1
31 of 114

PC 4


A TOP PLAN–PRIMARY CLARIFIER
1/8" = 1'-0"
B SECTIONAL PLAN
1/8" = 1'-0"
C SECTION
1/4" = 1'-0"
D SECTION
1/4" = 1'-0"
DD PARTIAL PLAN
TOP SLAB STL REINF
1/8" = 1'-0"
EE DETAIL
NTS
PRIMARY CLARIFIER No 3
(EXIST.)
PRIMARY CLARIFIER No 4
PRIMARY CLARIFIER
(FUTURE)
SPREAD FOOTING OUTLINE (TYP)
NOTE: CONCRETE COVER FOR STEEL REINFORCING SHALL CONFORM WITH (A) STRUCTURAL NOTES
DESIGNED NCD
DRAWN DJD
CHECKED PAJ
DATE APRIL 8, 1988
1 12/89/90 HC GENERAL REVISION
TB REV. DATE BY DESCRIPTION
APPROVED CITY OF REDLANDS
DATE 9/6/88
APPROVED
DATE
JOHN CAROLLO ENGINEERS
CITY OF REDLANDS
MUNICIPAL UTILITIES DEPARTMENT
WASTE WATER TREATMENT & DISPOSAL FACILITIES
1988 EXPANSION
PRIMARY CLARIFIER No 4
PLAN & SECTIONS
JOB NO. 2990C.10
DRAWING NO. P-1
SHEET NO. 20 OF 59


EXIST. WALL TO BE REMOVED
SKIMMING TROUGH
WEIR TROUGH (TYP. 4 PLCS.)
1 1/2 Φ AL PIPE x .250' THICK (TYP.)
1170.25 (TYP)
H.R. SIDE-MOUNTED (TYP)
ADD'L REINF (TYP ALL SLAB OPNG'S)
FLOOR BOX * W/LUB FITTING (SEE NOTE) (TYP)
* COLLECTOR DRIVE OPNG'S (SEE NOTE)
ALUM. GRATING REBATE
FLOOR BOX
* NOTE: SIZE & LOCATION PER APPROVED MFR. EQUIPMENT SHOP DWG'S
A PARTIAL PLAN - PRIMARY CLARIFIER 1/4" = 1'-0"
C PARTIAL PLAN
"A-A" 3/4" = 1'-0"
U SECTION 1/2" = 1'-0"
24" RCP NEW
4' x 5' x 6' CONC. LANDING W/ #5 @ 12" EW.
3#5 W/3#3 TIES (TYP. 12-PLCS)
6#6 W/3#3 TIES (TYP. 2-PLCS)
HR. TYP
ALUM. STAIRS 6R EQ SP = 3'-1" 6T @ 11" = 5'-6"
D DIVERSION BOX PLAN & SECTION
1/4" AL. TREAD PL.
B SECTION 1/2" = 1'-0"
1167.50 (TYP)
℄ CHANNEL
C PARTIAL PLAN - INFLUENT PORTS 1/2" = 1'-0"
SEAL W/SYNTHETIC RUBBER
CLOSURE ℄
1/4" NEOPRENE GASKET (3-SIDES)
E SECTION 1" = 1'-0"
BOTTOM OF V-NOTCH EL. (SEE NOTE)
V-NOTCH WEIR ℄
1 1/2" Φ x .250 WALL THICKNESS AL. TUBE @ 4'-0"
5/8" Φ BOLTS @ 24" OC W/NUTS & 1/4" WASHER (ST. STL.)
INV. EL. 1167.50
1/4" ALUM BENT ℄
NOTE: CONTRACTOR SHALL SET BOTTOM OF V-NOTCH WEIR @ SAME ELEV. AS EXIST. V-NOTCH WEIR.
W DETAIL - WEIR TROUGH 1 1/2" = 1'-0"
L SECTION 1/8" = 1'-0"
∠4x3x1/4 LONG LEG AGAINST WALL (3-SIDES)
(7) 5/8" Φ CONC. ANCHORS (ST. STL.) (TYP)
1/4" NEOPRENE GASKET BETWEEN FRAME AND TROUGH
6-5/8" Φ BOLTS (ST. STL.) IN 3/4" x 1 1/2" SLOTED HOLE
CLOSURE ℄ 1'-9" x 1'-10" x 1/4" (ALUM.) (TYP. 4-PLCS)
M SECTION 1/8" = 1'-0"
N SECTION 1/8" = 1'-0"
P SECTION 1/8" = 1'-0"
Q SECTION 1/8" = 1'-0"
X SECTION 1" = 1'-0"
K SECTION 1" = 1'-0"
TB REV. DATE BY DESCRIPTION
DESIGNED KAS/NCD
DRAWN MAP/DJD
CHECKED PAJ
DATE APRIL 8, 1988
DISCIPLINE ENGINEER
PROJECT ENGINEER
PARTNER
APPROVED CITY OF REDLANDS
4/6/88 DATE
APPROVED
DATE
JOHN CAROLLO ENGINEERS
PHOENIX, AZ • WALNUT CREEK, CA FOUNTAIN VALLEY, CA • VISALIA, CA TUCSON, AZ • SAN DIEGO, CA SAN BERNARDINO, CA
CITY OF REDLANDS
MUNICIPAL UTILITIES DEPARTMENT
WASTE WATER TREATMENT & DISPOSAL FACILITIES
1988 EXPANSION
PRIMARY CLARIFIER PARTIAL PLAN & SECTIONS
JOB NO. 2990C.10
DRAWING NO. P-2
SHEET NO. 21 OF 59



BA-1	BA-2
S1-3#5	S1-2#5
S2-3#5	S2-2#5
S3-2#5	S3-2#5

ABCDEFGHJKLMNPQRSUVWXYZ

REV.	DATE	BY	DESCRIPTION
1	8/3/90	KC	GENERAL REV.
2	4/27/93	MAP	REDESIGN APU, ADD NOTE SECTION "F"

DESIGNED KAS/NCD
DRAWN DJD/MAP
CHECKED PAJ
DATE APRIL 8, 1988

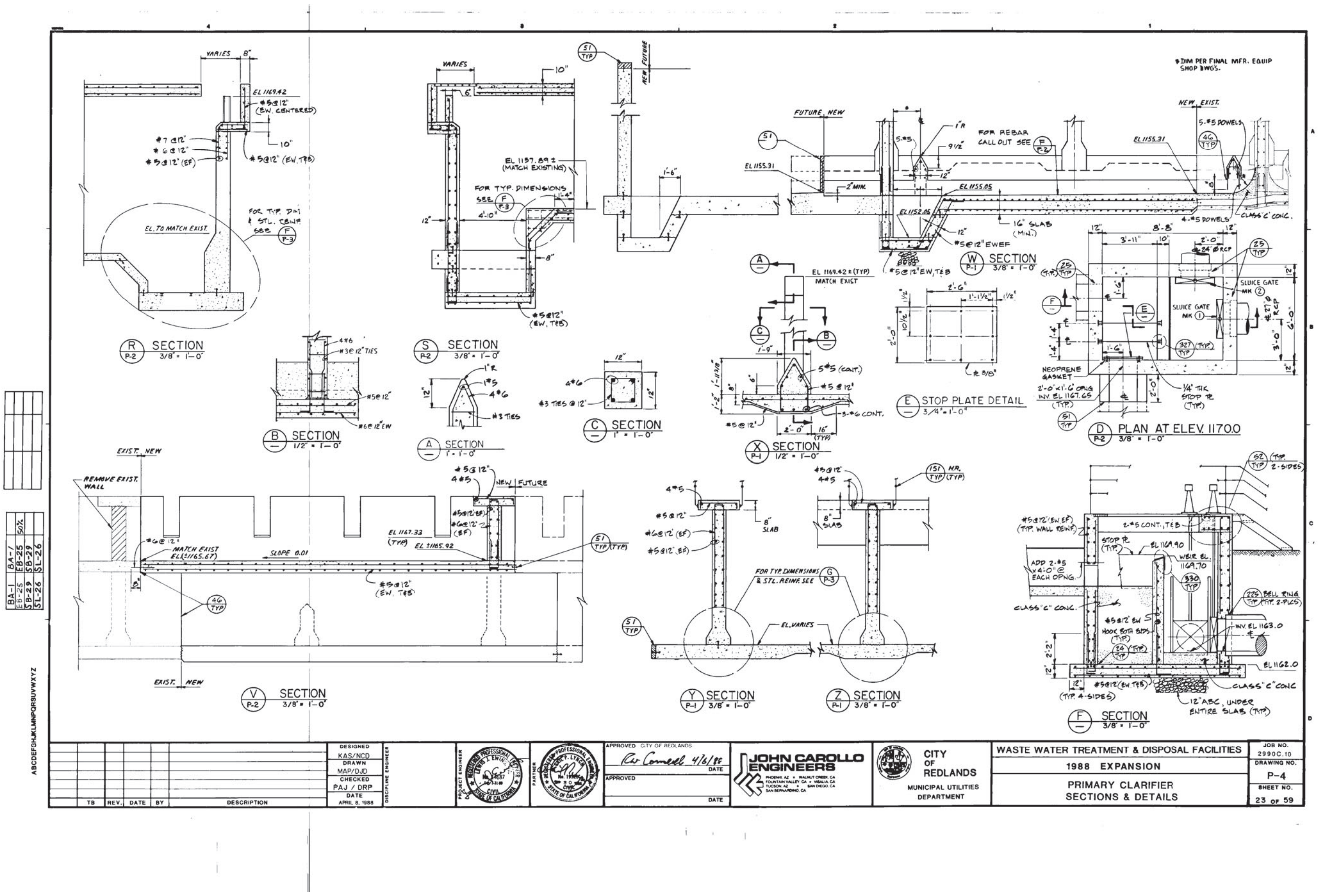
APPROVED CITY OF REDLANDS
Rob Connolly 4/6/93
DATE
APPROVED
DATE

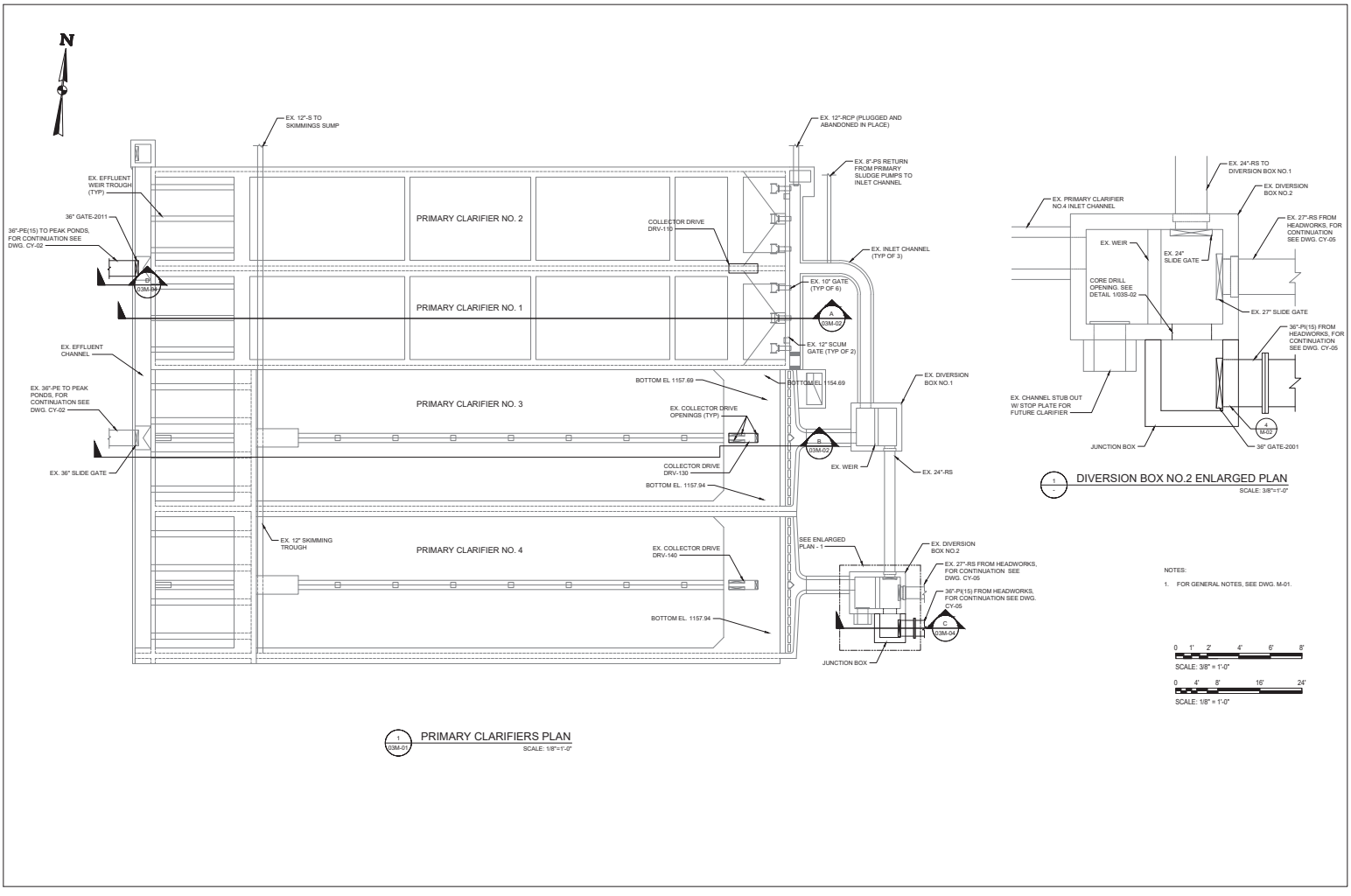
JOHN CAROLLO ENGINEERS

CITY OF REDLANDS
MUNICIPAL UTILITIES DEPARTMENT

WASTE WATER TREATMENT & DISPOSAL FACILITIES
1988 EXPANSION
PRIMARY CLARIFIER SECTIONS & DETAILS

JOB NO. 2990C.10
DRAWING NO. P-3
SHEET NO. 22 of 59


WASTE WATER TREATMENT & DISPOSAL FACILITIES
1988 EXPANSION
PRIMARY CLARIFIER
SECTIONS & DETAILS
JOHN CAROLLO ENGINEERS
CITY OF REDLANDS
MUNICIPAL UTILITIES DEPARTMENT
JOB NO. 2990C.10
DRAWING NO. P-4
SHEET NO. 23 OF 59
DESIGNED KAS/NCD
DRAWN MAP/DJD
CHECKED PAJ / DRP
DATE APRIL 6, 1988
SECTION R
SECTION S
SECTION B
SECTION A
SECTION C
SECTION X
SECTION W
STOP PLATE DETAIL
PLAN AT ELEV 1170.0
SECTION V
SECTION Y
SECTION Z
SECTION F


N
EX. 12"-S TO SKIMMINGS SUMP
EX. 12"-RCP (PLUGGED AND ABANDONED IN PLACE)
EX. 8"-PS RETURN FROM PRIMARY SLUDGE PUMPS TO INLET CHANNEL
EX. EFFLUENT WEIR TROUGH (TYP)
36" GATE-2011
36"-PE(15) TO PEAK PONDS, FOR CONTINUATION SEE DWG. CY-02
PRIMARY CLARIFIER NO. 2
COLLECTOR DRIVE DRV-110
EX. INLET CHANNEL (TYP OF 3)
PRIMARY CLARIFIER NO. 1
EX. 10" GATE (TYP OF 6)
EX. 12" SCUM GATE (TYP OF 2)
EX. EFFLUENT CHANNEL
EX. 36"-PE TO PEAK PONDS, FOR CONTINUATION SEE DWG. CY-02
PRIMARY CLARIFIER NO. 3
BOTTOM EL 1157.69
BOTTOM EL. 1154.69
EX. DIVERSION BOX NO.1
EX. COLLECTOR DRIVE OPENINGS (TYP)
EX. 36" SLIDE GATE
COLLECTOR DRIVE DRV-130
EX. WEIR
EX. 24"-RS
BOTTOM EL. 1157.94
EX. 12" SKIMMING TROUGH
PRIMARY CLARIFIER NO. 4
EX. COLLECTOR DRIVE DRV-140
SEE ENLARGED PLAN - 1
EX. DIVERSION BOX NO.2
EX. 27"-RS FROM HEADWORKS, FOR CONTINUATION SEE DWG. CY-05
36"-PI(15) FROM HEADWORKS, FOR CONTINUATION SEE DWG. CY-05
BOTTOM EL. 1157.94
JUNCTION BOX
1 03M-01 PRIMARY CLARIFIERS PLAN
SCALE: 1/8"=1'-0"
EX. 24"-RS TO DIVERSION BOX NO.1
EX. DIVERSION BOX NO.2
EX. PRIMARY CLARIFIER NO.4 INLET CHANNEL
EX. 27"-RS FROM HEADWORKS, FOR CONTINUATION SEE DWG. CY-05
EX. WEIR
EX. 24" SLIDE GATE
CORE DRILL OPENING. SEE DETAIL 1/03S-02
EX. 27" SLIDE GATE
36"-PI(15) FROM HEADWORKS, FOR CONTINUATION SEE DWG. CY-05
EX. CHANNEL STUB OUT W/ STOP PLATE FOR FUTURE CLARIFIER
JUNCTION BOX
36" GATE-2001
1 - DIVERSION BOX NO.2 ENLARGED PLAN
SCALE: 3/8"=1'-0"
NOTES:
1. FOR GENERAL NOTES, SEE DWG. M-01.
0 1' 2' 4' 6' 8'
SCALE: 3/8" = 1'-0"
0 4' 8' 16' 24'
SCALE: 1/8" = 1'-0"

City Council Meeting **K. 7.**

DATE: 09/03/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of purchasing five (5) Caterpillar emergency power generators from Quinn CAT for $907,478.62, and determination that this purchase 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 motion is provided:

I move that City Council determine that the purchase of five (5) Caterpillar emergency power generators is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approve the purchase of five (5) Caterpillar emergency power generators from Quinn CAT for $907,478.62.

RECOMMENDATION:

Staff recommends that City Council determine the purchase of five (5) Caterpillar emergency power generators is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and authorize the purchase of five (5) Caterpillar emergency power generators from Quinn CAT for $907,478.62.

DISCUSSION:

In December 2021, the Municipal Utilities and Engineering Department (MUED) certified compliance with the American Water Infrastructure Act (AWIA). This legislation requires community water systems to perform a risk and resiliency assessment to evaluate water utility best practices and potential vulnerabilities to

malevolent acts or natural hazards that threaten the security or resiliency of a community water system. One element that was evaluated and recommended for improvement was emergency power supply systems for key booster pump station facilities. To address this recommendation, staff prepared a Request For Proposals for the design of emergency power supply systems at five (5) locations. In May 2023, City Council approved a Professional Services Agreement with Richard Brady and Associates (Brady) for this project. Brady completed the design in April 2024.

Emergency power supply equipment meeting the specifications recommended by Brady is available through Sourcewell at a significant cost-savings, and pre-purchasing this equipment will allow MUED to issue a construction and installation bid notice in FY 25/26. Sourcewell, formerly known as the National Joint Powers Alliance (NJPA), provides a national cooperative of purchasing opportunities on behalf of its government agency, education institution, tribal entity, and non-profit organization members. The City of Redlands is a Sourcewell member (member No.18877). The Sourcewell procurement system is a competitive process that meets Redlands' procurement requirements. Caterpillar is a Sourcewell contracted supplier (Contract No. 092222-CAT) through the Sourcewell procurement network and offers emergency power equipment that meets the design criteria specified by Brady. Purchasing this emergency power equipment through Sourcewell will save the Water Fund approximately $423,929.90.

This purchase 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 it 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:
Paul Mariscal, Water Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$907,479
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. The FY 24/25 MUED Budget includes funding for this purchase.

Attachments

Quinn CAT Quote
Caterpillar Contract No. 092222-CAT
Caterpillar Contract Pricing

QUINN POWER SYSTEMS CAT
3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

QUOTATION

NO. 240171 WELL REV 3

Date: ***June 20, 2024*** Page: ***1 of 6***

To: Contact:
Company:
Address:
City, Zip:
Phone: Email:

Terms: **Net 30, see T&C's**
F.O.B. **Jobsite, unloading by others**
Sales Rep.: **Art Jimenez**
Contact #: **951-250-5104**
Email: **Art.Jimenez@quinnpower.com**

Project Name: **City of Redlands – Texas St. BS – Country Club PS – Fifth Ave PS- Agate PS**

Qty:	Description	List Price	Discount Price
2	**Texas BS** Caterpillar, Model C15, EPA Tier 3, Stationary Emergency Generator Set. Rated 400kW Standby Power, with fan, 60Hz, 3 Phase 277/480V Configuration at 1800 RPM.	$ 219,294.00	**$ 138,155.22** **X 2**
	Sourcewell Product Discount is 37% (- $ 81,138.78) off List Price (Per Genset)		**$ 276,310.44**
2	**CAT Non-Sourcewell / Dealer Net Items:** Inbound/ Outbound Freight (Freight to Redlands CA) Startup – NFPA 110 Testing (1 Days/ 8Hrs)	$ 15,925.00	**$ 31,850.00**
1	**Fifth Ave PS** Caterpillar, Model C15, EPA Tier 3, Stationary Emergency Generator Set. Rated 500kW Standby Power, with fan, 60Hz, 3 Phase 277/480V Configuration at 1800 RPM.	$ 223,888.00	$ 141,049.44
1	**Country Club PS** Caterpillar, Model C15, EPA Tier 3, Stationary Emergency Generator Set. Rated 500kW Standby Power, with fan, 60Hz, 3 Phase 277/480V Configuration at 1800 RPM.	$ 223,888.00	$ 141,049.44
	Sourcewell Product Discount is 37% (- $ 82,838.56) off Generator List Price (Per Genset)		
2	**CAT Non-Sourcewell / Dealer Net Items:** Inbound/ Outbound Freight (Freight to Redlands CA) Startup – NFPA 110 Testing (1 Days/ 8Hrs)	$ 15,925.00	$ 31,850.00
1	**Agate Ave PS** Caterpillar, Model C18, EPA Tier 2, Stationary Emergency Generator Set. Rated 650kW Standby Power, with fan, 60Hz, 3 Phase 277/480V Configuration at 1800 RPM.	$ 290,834.00	$ 194,858.78
	Sourcewell Product Discount is 33% (- $ 95,975.22) off Generator List Price.		
1	**CAT Non-Sourcewell / Dealer Net Items:** Inbound/ Outbound Freight (Freight to Redlands CA) Startup – NFPA 110 Testing (1 Days/ 8Hrs)	$ 17,495.00	$ 17,495.00

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Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

C15 DPF (Price Adder) Integrated/ Ship Loose = $46,250.00 (Per Genset/ IF REQUIRED) **C18 DPF (Price Adder) Integrated/ Ship Loose = 53,750.00 (Per Genset/ IF REQUIRED)** **"Buyer has to put "Sourcewell Contract #120617-Cat" on the Purchase Order"** ***Includes standard features as listed in product data sheet and additional accessories as listed herein…***	Sales Tax @ 8.75%	$ 73,015.52
SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. **Quotation is good for *30 days* from quote date above, expires after that duration.**	**Total Price (SALES TAX INCLUDED):**	$ 907,478.62

PRODUCT DESCRIPTION

Generator & Accessories:
D400KW Caterpillar Diesel Standby Generator (Model C15)
Tier 3 Emissions
UL2200 Listed Package Genset
IBC Certified
Sound Attenuated Weather Enclosure (Color: White/ 73dBA at 23ft, 100% load)
Integral Fuel Tank – 330 Gallons (12hrs supply @ 100% load)
Fuel Tank Fill Pipe & Lock Cap
GCCP 1.5 Control Panel (Suitable for use in a multi-generator load-share system)
Panel Mounted Audible Alarm
Expansion I/O Modules (Ship Loose)
Fuel Level Alarms
Low Coolant Temp Alarm
Low Coolant Level Shutdown
Electronic Governor
Integrated Voltage Regulator
PMG Excitation
Circuit Breaker – 800A
Battery and Cables
Battery Charger
Coolant Heater
Standard Air Cleaner
Standard Radiator
Operations & Maintenance Manuals (1 Copy)
Startup/ Commissioning Service – NFPA 110 Testing
Includes Freight to Jobsite (Offload by others)
5Yr Standby Warranty (500hrs/ year max operation)
1YR CVA – Customer Value Agreement

Generator & Accessories:
D500KW Caterpillar Diesel Standby Generator (Model C15)
Tier 3 Emissions Cert
UL2200 Listed Package Genset
IBC Certified
Sound Attenuated Weather Enclosure (Color: White/ 75dBA at 23ft, 100% load)
Integral Fuel Tank – 330 Gallons (9hrs supply @ 100% load)
Fuel Tank Fill Pipe & Lock Cap
GCCP 1.2 Control Panel

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Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Panel Mounted Audible Alarm
Expansion I/O Modules (Ship Loose)
Fuel Level Alarms
Low Coolant Temp Alarm
Low Coolant Level Shutdown
Electronic Governor
Integrated Voltage Regulator
PMG Excitation
Circuit Breaker – 800A
Battery and Cables
Battery Charger
Coolant Heater
Standard Air Cleaner
Standard Radiator
Operations & Maintenance Manuals (1 Copy)
Startup/ Commissioning Service – NFPA110
Includes Freight to Jobsite (Offload by others)
5Yr Standby Warranty (500hrs/ year max operation)
1YR CVA – Customer Value Agreement

Generator & Accessories:
D650KW Caterpillar Diesel Standby Generator (Model C18)
Tier 2 Emissions Cert
UL2200 Listed Package Genset
IBC Certified
Sound Attenuated Weather Enclosure (Color: White/ 75dBA at 23ft, 100% load)
Integral Fuel Tank – 660 Gallons (11hrs supply @ 100% load)
Fuel Tank Fill Pipe & Lock Cap
GCCP 1.2 Control Panel
Panel Mounted Audible Alarm
Expansion I/O Modules (Ship Loose)
Fuel Level Alarms
Low Coolant Temp Alarm
Low Coolant Level Shutdown
Electronic Governor
Integrated Voltage Regulator
PMG Excitation
Circuit Breaker – 1200A
Battery and Cables
Battery Charger
Coolant Heater
Standard Air Cleaner
Standard Radiator
Operations & Maintenance Manuals (1 Copy)
Startup/ Commissioning Service – NFPA110
Includes Freight to Jobsite (Offload by others)
5Yr Standby Warranty (500hrs/ year max operation)
1YR CVA – Customer Value Agreement

Specifications
This quote is based on our understanding of your written specifications listed below:

Specification Section: 166622 Standby Diesel Electric Generators For Purchase by the City of Redlands (Owner), Single Line Diagram E 5.01

Clarifications
Quinn Power Systems is quoting a standard engineered product that complies with the functional intent of your verbal specification.

Quinn Power Systems and Caterpillar will make every effort to meet the project delivery schedule requirements. However, do to the ongoing global supply chain disruptions, Quinn Power Systems will not be liable or accept any liquidated damage clause on a purchase order.

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Included in this quote is one (1), one day/ 8hrs (max) startup/ commissioning, (NFPA110). Additional technician trips to the jobsite due to insufficient site readiness will result in additional cost, at a billable rate of $1200 per day. A change order will be required prior to the scheduling of additional technician site visits.

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * **(*additional sets, at additional cost)*** Factory standard warranty - 5 years from startup service

QPS field work

Delivery to jobsite **(*offload/crane service by others)***

Not included

Sales tax
Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Diesel fuel, initial fill or for testing

Availability:

Submittals: Estimated (8 - 10 Weeks) on receipt and approval of purchase order. (1 electronic copy)
Equipment: Estimated (35+ Weeks) for factory build time after submittal approval.
Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work. *Not included:* Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

***** Equipment prices and lead times are subject to change without notice.*****

EMISSIONS NOTE

- **"California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."**

- **Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.**

TERMS AND CONDITIONS

1. Acceptance of Order.
This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.
Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.
Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.
Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.
Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.
Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.
In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.
As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.
Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.
Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.
When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.
The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.
Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.
Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.
If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.
If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, *etc.*

16. Lead Times.
Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.
The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.
In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:

By: Art Jimenez

Quinn Power Systems

Phone: 951-250-5104

Sourcewell

202 12th Street NE | P.O. Box 219 | Staples, MN 56479

DocuSign Envelope ID: 1331F762-6E3C-46F1-A731-9B02CE2B2915

Sourcewell

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Grant of License. [illegible]

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1. *Notification.* [illegible]
2. *Escalation.* [illegible]
3. *Performance while Dispute is Pending* [illegible]

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[illegible]

[illegible]

[illegible]

[illegible]

1. *Workers' Compensation and Employer's Liability.* [illegible]

2. *Commercial General Liability Insurance.* [illegible]

3. *Commercial Automobile Liability Insurance.* [illegible]

[illegible]

Umbrella Insurance [illegible]

Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability [illegible]

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RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name:	Caterpillar
Address:	5205 N O'Connor Blvd Irving, TX 75039
Contact:	Jaime Mineart
Email:	Mineart_Jaime_M@cat.com
Phone:	309-208-8238
Fax:	847-212-8020
HST#:	

Submission Details

Created On:	Thursday August 04, 2022 09:20:25
Submitted On:	Thursday September 22, 2022 11:48:50
Submitted By:	Jaime Mineart
Email:	Mineart_Jaime_M@cat.com
Transaction #:	7d158290-a935-4ffc-acc0-efaa11d1bfb4
Submitter's IP Address:	198.180.154.20

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")	Caterpillar Inc.	*
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	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Authorized Rep: Jaime Mineart Title: Vice President & General Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Mineart_Jaime_M@cat.com Phone: (309) 208-8238	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Nicole Warnstedt Title: Territory Sales Manager Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Warnstedt_nicole_a@cat.com Phone: (847) 212-8020	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contact: Steve Turner Title: Americas Sales Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Turner_Stephen_M@cat.com Phone: (309) 208-8238	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support. The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located. Caterpillar produced its first diesel engine in 1939. In 1953, Caterpillar created a division dedicated to the specific needs of a broad range of diesel engine customers, including power generation. In 2021, the Energy & Transportation segment including all Power Generation divisions contributed more than $20.2 Billion of revenue globally for Caterpillar Inc. with more than $7.6 Billion in North America alone. Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one. Caterpillar has a robust Code of Conduct that can be found at Caterpillar | Code of Conduct | Caterpillar Values in Action. Here is a quote from Jim Umpleby, Caterpillar Chief Executive Officer, summarizing this code and its significance in Caterpillar culture. "We are proud that the people on our team come from across the globe, with diverse backgrounds, experiences, and perspectives. This diverse culture and character make us stronger. What unites us within this diversity is a common set of Values; that we are not just accountable for the work we do; we also care deeply about how we do it. Our Code of Conduct defines those Values in action –what we stand for and how we conduct ourselves with our customers, suppliers and one another. Its purpose is not to provide a set of rules that covers every situation or challenge we may face, but to guide us in living those values every day. The Code of Conduct explains what Integrity, Excellence, Teamwork, Commitment and Sustainability mean to us and how we use these Values to make sound, ethical decisions. Our Code of Conduct is one of the most important documents we produce at Caterpillar. We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers.	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar is the top contributor to generator sales in our current Power Generation and Services contract 120617-CAT. Together with the Machine contract, we look forward to the opportunity to further grow business and serve member needs together in this new Power Generation contract. With average 20-30% growth over the past 5 years, we will be dedicated to continuing with this annual growth.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors. Please see 2021 Investor Presentation which provides additional details about our financial position. The full text of the SEC filing documents can be found on our public website: https://investors.caterpillar.com/financials/sec-filings/default.aspx. In 2021 full year sales and revenues were $50.971B. Enterprise operating cash Flow was $7.2B. During the year, the company paid dividends of $2.33B and repurchased $2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of $9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and and must have a market capitalization of at least $3B to qualify as a Dividend Aristocrat.	*
13	What is your US market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Caterpillar has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments. Though we will sign this contract as a manufacturer, our dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out the terms of this agreement. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Electric Power contract is leveraged by at least 75% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.	*

18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Caterpillar has not been suspended or disbarred in trading history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World’s Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide’s Global Corporate Leadership Program U.S. President’s Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America’s Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World’s Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World’s Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America’s Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile’s 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company “Industry category” (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo’s Women’s Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China) 2020 China Good Companies: Industry Leadership – Jiemian.com (China) Cat® G3520 Fast-Response, Natural Gas Generator Set Earns Gold Award in Consulting-Specifying Engineer’s 2021 Product of the Year Competition	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*

21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cat dealers typically hold contracts with states and provinces. Additionally, we are contract holders with OMNIA. Just as we would never share Sourcewell transaction information with other cooperatives, we feel it is inappropriate to share volumes with those contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current Power Generation GSA contracts that Caterpillar holds: SIN 335999 Power Distribution Equipment: 2020=$736,134 2021=$1,353,905 2022 = as of today $285,951 Contract Number: GS07F5666R (Future sales will be under new contract: GS30F0018U)	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Ogden	Monica Kapp	801-430-2308	*
United Water Conservation District	Chris Hendricks	805-415-1554	*
Renewable Water Resources	Brent Rhymer	864-299-4000	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Charlotte	Government	North Carolina - NC	A city local to North Carolina	Purchased 16 units (specific to EP products)	$2,545,112	*
Manatee County	Government	Florida - FL	A county local to Florida	Purchased 9 units (specific to EP products)	$1,463,479	*
Bonita Springs Utilities	Government	Florida - FL	A city local to Florida	Purchased 2 units (specific to EP products)	$1,388,444	*
University of Florida	Government	Florida - FL	College in Gainesville, Florida	Purchased 3 units (specific to EP products)	$1,199,583	*
City of Raleigh Public Utilities	Government	North Carolina - NC	Water and sanitary sewer services	Purchased one unit (specific to EP products)	$1,034,177	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is the most capable and highly trained in the industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have electric power specialists located in house to work with customers on all aspects of their power generation business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and locations map in the attached “Cat Dealer Directory”. Cat dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers and customers in the governmental industry. Dealers have trained specialists that cover many industries. Many of our dealer sales reps sell more than 50% of their sales through Sourcewell. To support these dealers and specialists in the field, Caterpillar has an electric power division with 30+ dedicated electric power territory managers dedicated to training and focused on the electric power industry. To help with Sourcewell sales, we have a dedicated sales rep, Nicole Warnstedt, who is expert on co-operative purchasing for the power generation group as well as an intern to assist with day to day tasks. Caterpillar also pulls together the electric power specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and their product support sales reps are well versed in working with government entities. Please refer to the Cat dealer locations list and map included in "Additional Documents".	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big", we are able to keep the pipeline of high quality employees full. In addition to the technicians and mechanics that work on the generators directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. Historically, we have exceeded our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat Generator, they include the contract number and their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the generator. 3) After the generator has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a generator, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar has a standard warranty to address. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. With an abundance of Caterpillar Network service locations (over 468 locations) including an estimated sales and service team of 53,000, 8,000 service bays, and 8,500 field service trucks, our highly skilled/trained Caterpillar dealer technicians are in close proximity to Sourcewell customers within the US and Canada. The Caterpillar network provides unmatched service capabilities to meet customer servicing requirements. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs: -Cat Inspect -Condition Monitoring -Customer Support Agreements -S-O-S Services (fluid analysis)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2023 Growth Plans. We have gained momentum with our current contract 120617-CAT in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are happy to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are happy to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts.	*
35	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 restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Caterpillar is committed to cooperating with Sourcewell to fully and continually train our 53,000+ management and sales staff within the dealer network to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, Tennessee to train and further support our sales management and dealer network in the event of a contract award in this RFP process. GST's extensive knowledge and understanding of the Sourcewell statues, history and processes will be our continual priority in the support and education of our distribution channel. GST builds Sourcewell awareness and enthusiasm within our dealer network. Consistent remote and on-site dealer training at regional and national dealer meetings will continue to lead to exemplary sales growth of our proposed Sourcewell contract. GST also staffs a Dealer Support Specialist who is dedicated to assisting sales reps with their questions and needs. Caterpillar is also listed as a strategic supplier partner for National Cooperative Purchasing Partners (NCPP), the professional association for cooperative procurement. Documentation and training regarding Sourcewell projects are available on our internal dealer website. Caterpillar also does onsite and virtual training for dealers to educate and drive Sourcewell growth. Our current marketing strategy with Sourcewell contract 120617-CAT proves to be effective with year-over-year sales growth. Since inception of Caterpillar's Sourcewell contracts, 3,015 Caterpillar generators have been sold leveraging the Sourcewell contract. Should we be fortunate enough to be awarded a contract for Energy Generation in response to RFP #092222, we will proudly announce the award publicly through our multiple customer-facing touchpoints to include but not limited to: 1) Press Release 2) Announcement in monthly Electric Power customer e-newsletter: 3) Feature on cat.com cooperative purchasing focused webpage: https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html 4) Announcement on Cat Electric Power social media channels (FB, LinkedIn, Twitter) 5) Sourcewell promotion at industry events we attend where the audience includes non-profits and government within the SLED market including schools, landfill, and water/sewer treatment applications. Examples of 2022 events where GST representatives attended in support of Caterpillar and Sourcewell included American Public Works Association (PWX), Wastecon, WasteExpo, Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Government Fleet Expo (GFX), National Institute of Government Procurement (NIGP), California Association of Public Procurement Officials (CAPPO), National Association of County Engineers (NACE) and American Public Works Association (APWA) Snow Conference. 6) Update promotional literature 7) Dealer awareness promotional events	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using emerging technologies to reach our customers. We manage several social media platforms and can target governmental segments. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own. Caterpillar has teams of people who handle leads from Cat.com to grow and enhance online presence. Cat Electric Power has an online portal that has ability for customers to size a unit and view inventory. Our dealers have resources for lead generation from third party databases to understand which opportunities are coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Soucewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. We enable customers to size and configure our less complex products, view available inventory, and engage dealers online at power.cat.com. Our larger products are complex and often custom-configured. A consultative salesperson is integral to ensuring that generator sets are configured and built to perform well in their expected duties. For this reason, we only include our less complex products online. We encourage our independent dealers to offer options beyond those from Caterpillar. Sourcewell members are free to use those options.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. All Caterpillar operation and maintenance manuals provided with our equipment have instructions for safe operation of our equipment. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and if would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas - operation, safety, and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.	*

41	Describe any technological advances that your proposed products or services offer.	Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More details are available on our product pages on www.cat.com. 1. Cat Remote Asset Monitoring and telematics are available on every generator. Generators smaller than C32 come equipped with Product Link devices which allow ease of setup for monitoring. This allows customers and dealers to monitor generator health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime. 2. Caterpillar has invested in controller technology for generators, offering our EMCP 4.4 control panel for most generator offerings. This controller has an easy-to-use interface and allows for paralleling of multiple units, creating redundancies and allowing customers even more protection against outages. 3. Caterpillar equips every Tier 4 Interim/Stage IIIB engine with ACERT™ technology with an ideal combination of electronic, fuel, air and aftertreatment components, based on engine size, the type of application and the geographic location in which it will work. Applying technologies systematically and strategically optimizes them to meet our customers' high expectations for productivity, fuel efficiency, reliability, and service life. The right technology fine-tuned for the right application results in improved fuel efficiency, boosted power and performance across applications, no additional space requirements, and reduced emissions with up to 90 percent reduction in particulate matter (pm) and 50 percent reduction in oxides of nitrogen (NOx). 4. As the global climate changes, more companies are turning to sustainable solutions to help lower their carbon footprint. Renewable hydrogen and hydrogen blends are among several alternative fuels customers are considering achieving their sustainability goals. Leveraging 35 years of expertise in hydrogen technologies across multiple end markets, Caterpillar continues to improve the performance of hydrogen-fueled power technologies with minimal impacts on maintenance costs and schedules, availability, and operations. 5. Caterpillar offers a full range of Cat® Microgrid projects from 10kW to 100MW through our global dealer network. The projects would include an integrated or standalone solution using solar, energy storage and/or diesel/gas generator sets. We can also offer monitoring services for our projects. The solutions are all module and scalable. Our CAT dealers can offer product upgrades, financing services, warranties, service agreements, and parts availability. We will customize our microgrid technologies to meet your business and industry needs. 6. In 2022, Caterpillar acquired Tangent Energy Solutions, an Energy-as-a-service company. Tangent provides customers with turnkey solutions for reducing energy costs, increasing energy efficiency, reducing emissions, monetizing electric grid support and providing resiliency for customer operations. Tangent Energy's proprietary software solutions monitor patterns from grid and client facilities, analyze opportunities in energy markets, and then dispatch resources to maximize return without disrupting normal business operations.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring the success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report found at Caterpillar | 2021 Sustainability Report. Caterpillar has recently acquired Tangent Energy Solutions. Tangent is an energy-as-a-service company that provides expertise to customers in structuring and developing projects that monetize their power generation assets. This capability increases a customer's financial rationale for new installations and, at the same time, increases power reliability and supports their ESG (Environmental, Social and Governance) initiatives. This investment increases our ability to participate in the growing utility sector and sell more electric power products. Electrification and Decarbonization are major growing trends in our energy space. Tangent can help with the reliability of power that customers are looking for while simplifying the power systems as we move forward through this Energy Transition	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Mapleton - 14001:2004 self-certification issued Jan 2013 4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 5) Reman Services - Franklin - ISO 14001:2004-May 2017 Certifications specific to EP product manufacturing: 1) Lafayette, IN – ISO 9001: 2015- Nov 2020 2) Griffin, GA – ISO 9001:2015 – Feb 2021 3) Seguin, TX- ISO 9001:2015	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for divers supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. A full report on Caterpillar Diversity and Inclusion can be found at Caterpillar | Caterpillar 2021 Diversity & Inclusion Report Highlights Progress with Growth in Diverse Populations.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: CAT products deliver the best value for the money. We are happy to demonstrate to customers that our generators offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. EXTENDED SERVICE COVERAGE To show the value that we place on this proposed contract, we will continue to offer a complimentary Gold and Platinum Extended Service Coverage on most models when purchased through the Sourcewell contract. Details on these offerings can be found in flyers included in Attachments. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include: - UL2200 Certified – all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features - Emergency Stop Button - Enclosures are lockable to allow human contact to be avoided - XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments - XQ also has cover over customer connections and circuit breaker trips when opened. - NFPA 110 – Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds. - IBC – certified against earthquakes All certifications on our products are listed here: AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC. Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. DEALERSHIP ATTRIBUTES: Back up power is a critical asset of many Sourcewell members. Caterpillar dealers bring a unique solution to provide second to none service to our customers. Unlike competitors, our dealers own their own rental fleet and make available as needed. Even with stationary products, we have options to provide back up rentals to best serve Sourcewell's members when emergencies occur. Our vast dealer network with 800 locations is positioned to service both urban and rural areas throughout the US and Canada. PRODUCT ATTRIBUTES: Over the last five years, Caterpillar has invested in a product that is lower capex cost for the public and non-profit industry sector. This new line of generators, our GC models, involved a redesign of 15 of our current generator offerings, which created an average cost reduction of 10-15%. The cost savings is driven by offering fewer options on these models without sacrificing Caterpillar quality.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "EP Warranty Statement SELF5731-01."	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar warranties cover the cost of replacement parts and the labor to install them. They sometimes cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no geography restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for generator ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as battery chargers, are covered under their manufacturers' warranties	*
51	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs and at least equal to local competition. More solutions are available and we encourage members and dealers to explore all options. Customer Value Agreements (CVA's): A member may choose to enter an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member's situational and local needs, including some standard options as well. For instance, all units under 1250kW have standard parts kits available. Examples of options that can be included in a CVA are: 1. Condition Monitoring 2. Load Bank Testing 3. Extended Service Coverages CVA's are a useful tool for members to better manage their budget. Most CVA's are bundled at the time of purchase; however, they may be added at any time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms vary, but all will be agreed upon at the PO level.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Caterpillar's wholly owned subsidiary, Caterpillar Financial offers Sourcewell members leasing and finance products at below market interest rates. The total interest charged is normally less than the total cost of issuing a bond. Often these leasing/financing options may not require voter approval as with bond issuance. These products also let Sourcewell members cancel their contracts without penalty (on the last day of the appropriations period) if funding is not approved for the following year. Lending terms and conditions are transparent to all Sourcewell members upon quotation.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcwell members. Overall pricing from published list price is discounted up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. We have provided reference pricing in the document entitled "Caterpillar Gen Disc List RFP August 2022."	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts are off of the current generator list prices. Our discount ranges varies between 10 - 40% off of the list price depending on the product family.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell contract number and member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generators are unique in their requirements, and often require specialized startup/installation which can be determined with the dealer at the PO level. When a dealer issues a quote for a generator, any additional costs will be itemized separately and are not subject to the Sourcewell discount.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their generator from the Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their generator from their Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generators are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This proposed contract is priced to be our go-to-market strategy across the US and Canada. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcewell contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #120617-CAT) is working well. The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach Sourcewell members purchasing prices per the Sourcewell contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as a Sourcewell sale on their order and they must also fill out a report to the Caterpillar designated Sourcewell custodian, Nicole Warnstedt, including the product order number and Sourcewell member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to Sourcewell. To ensure correct pricing and auditing, Caterpillar has created a focus program that dealers can use on their quotes. This focus program automatically populates associated discount levels. The Caterpillar designated Sourcewell custodian, Nicole Warnstedt, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to Sourcewell members as well as the quarterly administration fee process.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In the event of an award, we will continue to measure the percentage of sales that are sold through the Sourcewell contract, dealer participation with the contract, total number of gensets sold and program growth year over year.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose an administrative fee to Sourcewell of 1% of transaction price of any new Caterpillar generators sold through this contract. Caterpillar will pay this fee to Sourcewell and not impose related charges to our dealers or members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Caterpillar is proposing an extensive alternative energy solutions offering including: 1) a full line of diesel and natural gas packaged generator sets from 20 to 4000 kW 2) a line of price point configured diesel generator sets up to 1250 kW and 3) Microgrid solar and battery energy solutions. The following key Caterpillar product categories are included in this response: Stationary Diesel Packaged Generator Sets Stationary Natural Gas Packaged Generator Sets Mobile Diesel Packaged Generator Sets (XQ Products with Trailers) Control Panels Switchgear Automatic Transfer Switches Microgrid Components Leasing and Financing The Caterpillar Dealer Network can also offer custom shop work, installation, “turn-key” solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, engineering, leasing, financing and general contracting labor. To further enhance the Sourcewell members’ product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements and maintenance agreements.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	(•) Yes ( ) No	N/A	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	(•) Yes ( ) No	N/A	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	(•) Yes ( ) No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

[illegible]

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 - Caterpillar Gen Disc List RFP August 2022.xlsx - Tuesday September 20, 2022 15:56:47
- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday September 20, 2022 15:58:41
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday September 20, 2022 15:59:03
- WM8E/M8E/S8E or Related Certificates (optional)
- Warranty Information - SELF5743-01_.pdf - Tuesday September 20, 2022 15:57:54
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Tuesday September 20, 2022 15:59:30
- Upload Additional Document - Additionals.zip - Tuesday September 20, 2022 15:59:44

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. - Jaime Mineart, Vice President & General Manager, Caterpillar Inc.

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 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☑	1
Addendum_3 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☑	1
Addendum_2 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☑	1
Addendum 1 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☑	1

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

NOTE: Due to global supply chain cost increases:

1. All new generators are subject to a commodity surcharge of up to 20%.

	List Price Discount
Stationary Diesel	
C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)	
D20 - 20 kW	19%
D25 - 25 kW	19%
D30 - 30 kW	19%
C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
D80 - 80 kW	31%
D100 - 100 kW	31%
C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	35%
C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
D125 - 125 kW	31%
D150 - 150 kW	31%
D175 - 175 kW	31%
D200 - 200 kW	31%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
250 kW	31%
300 kW	31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
450 kW	31%
500 kW	31%
C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%

C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)	
550 kW	31%
600 kW	31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	32%
800 kW	32%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	33%
1250 kW	34%
C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D800 - 800 kW	31%
C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D1000 - 1000 kW	31%
D1250 - 1250 kW	31%
3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	36%
1750 kW	34%
3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	36%
2750 kW	33%
3000 kW	33%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	29%
C175-16 T4F, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 80 kW	31%
100 - 200 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)	
DG100 - 200 kW	19%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)	
DG175 - 175 kW	26%
350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%
CG18, 60 HZ, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)	

DG350 - 350 kW	23%
DG400 - 400 kW	23%
DG450 - 450 kW	23%
DG500 - 500 kW	23%
G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412NPG/NGG" Caterpillar Price List)	
375 kW	22%
450 kW	20%
500 kW	22%
G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)	
750 kW	22%
1000 kW	22%
G3512 60 HZ, 1500kW Natural Gas G3512 HNL	
1500kw	20%
G3516 NQL	
1500kw	22%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)	
Removed	18%
G3516C 60 HZ, 1500 kW Natural Gas (Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)	
1500 kW	22%
G3516A 60HZ (Reference the "PSNA-EPG-F_G3516ANQL" Caterpillar Price List)	
All	20%
G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)	
1966 kW	20%
G3520H 60 HZ, 2469 kW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)	
2469 kW	20%
G3520 Fast Start 60 HZ, 2.0 - 2.6 MW Natural Gas (Reference the "PSNA-EPG-F_G3520NPL" Caterpillar Price List)	22%
2.0 - 2.6 MW	
G3520C 60 HZ, Natural Gas G3520CLGL and G3520CLPL	20%
ALL	
G3520H 60 HZ, Natural Gas G3520HNPL	20%
ALL	
CHP Solutions Packages HPS1500N, HPS2000N, HPS2500N	
1.4 - 2.5 MW	20%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)	
Removed	20%
	20%
CG132, CG170, CG260 (custom)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	15%
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	21%
30 kW	21%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power *Temporarily Discontinued	21%
XQ125, 60 HZ, 125 kW Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	

(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power *Temporarily Discontinued	21%
110 kW *Temporarily Discontinued	21%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
182 kW Prime Power	21%
200 kW Prime Power	21%
XQ330, 60 HZ, 330 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
264 kW Prime Power	21%
288 kW Prime Power	21%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	21%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	21%
XQ1140, 60 HZ, 1140 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
910 kW Prime Power	21%
XQ2280, 60 HZ, 2280 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
1825 kW Prime Power	21%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
All Hybrid Products	22%
Energy Stoarge System	
XES01AN	21%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)	
235 ATS's Available	20%

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Used Equipment Multiplier

Every used product will receive the new product family member discount plus at least a 10% discount

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Rental Agreements Product & Services Multiplier

Sourced Good or Support Service Provided	Sourcewell Member Pricing
Rental Agreements	10% off dealer list price

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Product Name and Product Description	Unit of Issue	Ancilliary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber-Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)	Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price **with Sourcewell Discount Applied** (Incl Optional Items)	Sourcewell Member List Price Discount
PV Panel (Solar Panels)	**Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific components at this time.** **For pricing and availability, Sourcewell members can contact their local Caterpillar Dealer.**								
Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min	Each	N/A	$ 1,309,989		N/A	1	1	$ 1,021,791	22.00%
Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min	Each	N/A	$ 2,263,804		N/A	1	2	$ 1,765,767	22.00%
Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min	Each	N/A	$ 2,507,909		N/A	1	2	$ 1,956,169	22.00%
Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min	Each	N/A	$ 2,750,774		N/A	1	2	$ 2,145,604	22.00%
Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min	Each	N/A	$ 3,257,104		N/A	1	3	$ 2,540,541	22.00%
Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min	Each	N/A	$ 3,461,724		N/A	1	3	$ 2,700,145	22.00%
Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min	Each	N/A	$ 3,705,829		N/A	1	3	$ 2,890,547	22.00%
Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min	Each	N/A	$ 3,948,694		N/A	1	3	$ 3,079,981	22.00%
Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min	Each	N/A	$ 4,191,559		N/A	1	3	$ 3,269,416	22.00%
Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min	Each	N/A	$ 4,708,735		N/A	1	4	$ 3,672,813	22.00%
Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min	Each	N/A	$ 4,903,749		N/A	1	4	$ 3,824,924	22.00%
Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min	Each	N/A	$ 5,145,374		N/A	1	4	$ 4,013,392	22.00%
Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min	Each	N/A	$ 5,389,479		N/A	1	4	$ 4,203,793	22.00%
Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min	Each	N/A	$ 5,632,344		N/A	1	4	$ 4,393,228	22.00%
Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min	Each	N/A	$ 990,332		N/A	1	1	$ 772,459	22.00%
Grid Stabilizer - 60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min	Each	N/A	$ 853,487		N/A	1	1	$ 665,720	22.00%